

WEST BENGAL TRANSPORT CORPORATION LIMITED

(A Government of West Bengal Undertaking)

Paribahan Bhawan

12, R.N.Mukherjee Road, Kolkata – 700 001

TENDER NO. WBTC/JMD/NIT-217/2018-19

Sealed Tenders are invited from experienced, reputed, and resourceful and bonafide Advertising Firms for appointment of Licensee for Advertisement-right on Hoarding spaces at various locations of different Depots/Premises/Termini of the Company for a period of 3 years.

The Advertisement Agencies are to **explore maximum new area** at the following Locations available/ suitable for display of advertisement and including the existing area whose contract will expire within this year of 2018 excepting the others so far let-out by the Company but subject to feasibility and the offer acceptable to the Company in all respect.

Locations:

1. Tollygunge Depot;
2. Kalighat Depot;
3. Gariahat Depot;
4. Ballygunge Terminus;
5. Nona Pukur Work Shop;
6. Raja Bazar Depot;
7. Kakurgachi Sub Station;
8. Bidhan Nagar Terminus;
9. Shyam Bazar Terminus;
10. Belgatchia Depot;
11. Titagarh Depot;
12. Barasat Depot;
13. Habra Depot;
14. Ghash Bagan Depot;

Tenderers are required to deposit **Rs.1,00,000/- as Earnest Money along with the Tender Documents** by Pay Order or Bank Draft on any Nationalized Bank in Kolkata in favor of “ West Bengal Transport Corporation Limited”.

The Company reserves the right to negotiate or to accept or reject all/ any Tender fully or partly without assigning any reasons whatsoever. The Company shall not be bound to accept the highest offer

Jt. Managing Director
WBTCCL

WEST BENGAL TRANSPORT CORPORATION LIMITED
(A Government of West Bengal Undertaking)
Paribahan Bhawan
12, R.N.Mukherjee Road, Kolkata – 700 001

Re : **Advertisement right on different locations
at various Depots/Termini of the Company.**

Tender No : WBTC/JMD/NIT-217/2018-19

Sir,

You are hereby invited to offer your rate as per Proforma attached for the above Tender.

Intending Tenderers shall have to pay the Specified Earnest Money in Cash (depositable at Company's Cash Counter) or by Demand Draft / Pay Order from a Nationalized Bank in Kolkata, drawn in favour of West Bengal Transport Corporation Limited, alongwith the Tender Document. **No personal account cheque will be accepted.**

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

The Tenderer shall have to furnish the following information along with the Tender :

- (a) Name (s) of Banker (s) with detailed address (es).
- (b) Name of the Partners / Directors of the Firm where the Tenderer is a Partnership Firm/LLP/ Company.
- (c) Attested Xerox copies of Credentials with Signature of Tenderer.

Non-compliance of above may make the Tender liable for rejection.

Yours faithfully,

JT. MANAGING DIRECTOR
WBTCCL

GUIDELINES FOR SUBMISSION OF TENDER

While submitting the Tender the Tenderer must comply with the following Guidelines in addition to those included in the Tender Documents:

1. Tenders will be considered only from recognized *bonafide* Advertising Agencies in the trade concerned. Each Tenderer shall submit with his Tender **a list of large work(s)** of like nature so far executed by them during last 3 (three) years giving details as to their magnitude.
2. The Tenderer should furnish the **details of his Organization** indicating the constitution, i.e. whether it is a Sole Proprietorship Firm or a Partnership Firm/LLP or Company etc. and furnishes the same with addresses of Partners / Directors. The intended changes in the statue of the Tnderer during the continuance of the work shall have to be informed to the Company before effecting such changes. If the name of a person appears more than once in offers against Tenders under different style, i.e. Proprietor in once Tender and Partner in another tender, etc. all such offers would be liable to be cancelled even if any or such offers might have been the highest.
3. The Tenderer must furnish **Banker's Confirmation Letter** and credentials in support of last 3 (three) years business, Xerox copies of the credentials duly attested and also signed by the Tenderer should be enclosed to both original and duplicate copy of Tender.
4. Tenderer should furnish valid **Clearance Certificate** from Income Tax and Profession Tax Authorities. He should also furnish copy of valid Trade Licence and GST Registration Certificate.
5. The Tenderer should furnish a **Declaration** whether the Proprietor / any Partner of the Firm or Director of a Company is directly connected with any job of the Company either in the present or was in the past together with the description of such work.
6. As regards financial capability, the Tenderer should attach a documentary evidence / **Banker's Certificate** stating that the firm is capable of

executing the job amounting to the equivalent amount offered against the respective Tender.

7. **No counter clause** shall be considered / accepted and it will be considered as non-compliance of the terms of tender.

FORM OF TENDER

To
The Jt. Managing Director,
West Bengal Transport Corporation
12, R. N. Mukherjee Road
Kolkata-700 001.

Re : **Advertisement right on different locations**
at various Depots/Termini of the Company.

Tender No. [WBTC/JMD/NIT-217/2018-19](#)

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 site inspection relating thereto as effecting the Tender, I / We hereby offer to execute the work at the rate mentioned below:

**PROFORMA FOR QUOTING RATES ON
ADVERTISEMENT / HOARDING SPACES AT VARIOUS
LOCATIONS OF DIFFERENT DEPOTS / PREMISES /
TERMINI OF THE COMPANY BASED ON THE TERMS
AND CONDITIONS AS MENTIONED HEREIN :**

(A)

Sl. No.	Location/ Marking at Site plan So far selected By the firm	Proposed Area per Rate per sft/ p.a. Rs.	Total Cost per annum Rs.
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For Example

Name of Premises : "TOLLYGUNGE DEPOT"

A

B

C

Total Cost

For Example

Name of Premises : "GARIAHAT DEPOT"

A

B

C

Total Cost

(B) Earnest Money deposited :

(C) Rs. _____

by Cash vide Company's M.R. No. / Date _____

O R

P.O. No. / Date / Bank :

OR

D. D. No. / Date / Bank :

(D) I / We am / are furnishing herewith following certificate / documents etc.

Yours faithfully,

Full Signature _____

Signature (s) & Address (es)

(with S e a l)

of WITNESS :

TERMS & CONDITIONS for quoting the rates *per sft., per annum* for Advertisement / Hoarding space to be considered :

1. No Hoarding Board would be placed **over the roof of the Buildings** texcept the roof wherein the built-up structures for this purpose are existed and no such additional structures would be erected over the roof of the Buildings. However, the support of the hoarding structures would only be considered on the load bearing walls / parapet wall. **The Hoarding Board should be so erected at par with the sanctioned plan in such a way that it does not cause any awkward sight on its visibility.** Hoarding board should be in fixed on boundary wall in parallel manner facing the road side of the premises and no inclination will be permitted for generating the advertising space.
2. **No fouling effect** to any existing activities of the Company, whatsoever, while selecting the proposed advertisement / hoarding boards within the premises would be entertained.
3. All these structures for hoarding would be built-up by the Firm **at their own cost, risk and responsibility.** This should be sound and strong enough against all sorts of forces which may arise at any occasion. In case of advertisement / hoarding spaces at the vertical walls / parapet wall / boundary wall the Agencies would have to mend the damages as required by plastering / concreting etc. at their own cost and responsibility.
4. The built-up structure, whatever may be except the hoarding boards would have to be **retained by the Company after expiry** of the contract period and / or after termination of the contract and thus no claims, whatsoever, on this account would be entertained.
5. The Tenderer should note that all hoardings / advertisement spaces would be on **illuminated one and rate should be quoted accordingly.** The Agency concerned should have to arrange at their own costs and establishment for its illumination in getting necessary power supply from the **CESC/ WBSEDCL**, in this regard the Agency should obtain **NO OBJECTION CERTIFICATE** from the

Company. The Company is in no way being responsible for supply of Power to illuminate the Hoarding Boards.

6. The proposed site for hoarding / advertisement spaces should be indicated and marked in the **Site Plan (to be enclosed separately by the Agency with the Tender Documents)** by them of the premises concerned after inspecting and getting all information from the respective site on the concept that all the guidelines so far mentioned herein would be strictly followed and this has to be mentioned in the Proforma for quoting their rates, amount along with its nature / form / type of advertisement etc.

However, the proposed site as indicated would only be allowed after submission of the detailed **Structural Drawings** including foundation of the structure along with Certification of the structure from the appropriate Engineers (preferably KMC enlisted Structural Engineer/J.E./IEST, Shibpur) as the entire responsibility for instability of the structure while causing any accident hazard would lie solely upon the Agency concerned. Each Hoarding Board must be named by the successful Bidder at the end.

7. The Tenderer should note that in case of any **Damage of the WBTC's property**, if occur due to installation / erection in any occasion during the contract period the mending cost thereto would be paid separately and / or be compensated from the Security Deposit.
8. The Tenderer should **visit the specific premises and explore maximum area available / suitable except the existing area** of the lived advertisement / hoarding spaces (whose contract does not expire in 2018) so far let-out by the Company presently at various locations of the individual premises towards providing hoarding / advertisement spaces therein.
The rates should be quoted area wise as well as premises wise subject to condition that all structural arrangement after obtaining necessary approval towards generation of such hoarding / advertisement space would be made by them at their own cost, risk and responsibility and without fouling any normal activities of the premises.
9. For generation of hoarding / advertisement spaces at various location on buildings / structures / vertical walls of the buildings / the road facing of

the boundary wall of the premises and any other spaces considered suitable for advertisement space, the Tenderer should indicate the locations by **marking on at their site plan stating therein the total area against each marking. *The rate should be per sft. per annum*** of the hoarding / advertisement space in the prescribed Proforma as mentioned above. Separate enclosures as per prescribed proforma duly filled in and signed may be attached if necessary.

GENERAL INSTRUCTION

1. Sealed Tender in duplicate (marked ORIGINAL AND DUPLICATE under full signature of the Tenderer) superscribing the name of the work, Tender No. and the name of the Tenderer on the cover, should be addressed to the Jt. Jt. Managing Director, WBTC, 12, R. N. Mukherjee Road, Kolkata-700 001 and dropped in the specified Tender Box installed at the above address at scheduled time.
2. Each copy of the Tender should be completed in all respect.
3. No Tender will be received after 12.00 hours of 23.07.2018 under any circumstances whatsoever.
4. (a) Tender will be opened at 13.00 hours of the 25.07.2018 at the Office of the Jt. Jt. Managing Director of the Company in presence of the Tenderer or of their duly **authorized representatives** (Letter of Authority to be produced to the Company).

(b) The Tender should remain **valid for acceptance by the Company for a period of 6 (six) months** from the date of opening of the Tender. The validity period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during the period of extended period of validity.
5. (a) The Tender Form must be filled in English and all entries must be made by hand, written in ink or ball point pen. If any of the documents is missing or unsigned, the said Tender may be considered invalid.

- (b) **Rate shall be based on per sq. ft. per year quoted both in words and figures.** Any overwriting, rewriting, correction at the rate or any other deviation shall render the Tender invalid.
 - (c) Each page of the Tender document should be signed by the Tenderer, in token of his having acquainted himself with the guidelines and instructions as laid down. Any Tender with any of the documents not so signed will be rejected.
 - (d) The Tender submitted on behalf of a **Partnership Firm/LLP shall be signed by all of the Partners** of the Firm or by a Partner who has necessary authority (Letter of Authorization must be submitted) on behalf of the Firm to enter into the proposed contract. Non-observance of this formality will render the Tender invalid.
6. The Company **does not bind itself to accept the Highest Bidder** or any Tender and reserves to itself the right to accept or reject any or all the Tenders, either in whole or in part without assigning any reasons for doing so.
7. The highest offer for the area of the advertisement / hoarding spaces within a premises as proposed at various locations would be considered subject to condition that the proposed for all such spaces would be **viable / feasible / allowable for acceptance** after considering the total revenue based on the guidelines stated for this purpose and for which the assessment made by the Company would be final before finalization of the offers so far obtained at the respective Tender and also binding upon the participants to the Tender.
8. The Contract period would be as a whole for **3 (three) years to be reconeked after 30 days from the date of issuance of Work Order** as the 30 (thirty) days would be considered for getting approval of structural drawings as well as erection and installation of hoarding boards and other allied works related to the job, in question. Thus, the entrusted Agency is fully responsible for delay in getting the necessary jobs done and erection of the boards / other related works beyond the 30 days and thereby no claim for extension of time after 30 days would be considered in any reason whatsoever and the Agency would pay the half-yearly rent in advance on the total amount so far accepted for particular premises.

9. The entrusted **Agency would have to pay total** half-yearly **rent (as above) in advance**, and no claim would be entertained if the total area of advertisement / hoarding spaces would not be completed at the approved site within 30 days time period.
10. A Tender not accompanied by requisite amount of **Earnest Money** in specified manner, will not be considered under any circumstances. Earnest Money of unsuccessful Tenderers will be returned on application only after finalization of the Tender. The Earnest Money deposit will not earn any interest.
11. The Earnest Money of the successful Tenderer shall be held by the Company as **Security Deposit** for the execution and the due fulfillment of the contract. The Company will not pay any interest on such deposit.
12. The successful Tenderer shall have to pay a **Security Deposit of 20 (twenty) percent of the total amount of contract** by Cash / Bank Draft / Bank Guarantee on any Nationalized Bank under the Jurisdiction of Kolkata. The Security Deposit will become refundable after expiry of 3 (three) months from the date of termination of the contract subject to adjustment, if any, in respect of dues so far payable by the Advertising Agency. The Security Deposit will not carry any interest.
13. The Company will have the full liberty to resort to **encash the Earnest Money and Security Deposit**.
14. **Earnest Money will be forfeited** if the successful Tenderer withdraws his Tender and / or fails to deposit the requisite Security Money and / or execution of formal Agreement with the Company.
15. The Tenderer must obtain for himself on his own responsibility and at own expense all the information which may be necessary for the purpose of making a Tender and for **entering into a Contract** and all matters appertaining thereto.
16. **No counter clause** shall be considered / accepted and it will be considered as non-compliance of terms of tender.
17. After full payment of the Security Deposit the Successful Tenderer will have to **enter into a formal Agreement** with the Company

within **fifteen days** of the communication of the acceptance of the offer.

18. **Tender documents are not transferable.** Tenders are liable to outright / rejection if no Tender document seems to have been purchased in the name of the relevant Tenderer.
19. The Company reserves the right **to accept or reject all / any Tender** without assigning any reason whatsoever.
20. The whole contract is to be executed in the most approved, substantial and workman like manner in all respect in accordance with the **approval of Drawings of the Hoarding Structure** to be obtained from the Company. The Hoarding and its nature will be guided by the Company as per site condition, structure etc. wherein the Hoarding Board will be installed as well as per terms mentioned on this aspect.

Under no circumstances the size of the **Vinyl displaying** the Advertising matter on the Hoarding Structure at any location be **exceeded the size** as originally contemplated in the NOTIFICATION OF AWARD or in the Drawing duly approved by the Company. The Company has its liberty to ***dismantle the structure without any Notice and without assigning any reasons*** thereto to the successful Bidder or may charge proportional Rental for such additional spaces and the Agency is bound to pay such additional Rent. If the Agency does not agree to pay such additional Rental for enjoyment of additional spaces the **Company may terminate the Contract instantaneously without assigning any reasons thereof and the Security Money will stand forfeited.**

21. The successful Tenderer **shall not assign or transfer the contract** or any part thereof.
22. All matters of Advertisements should be placed before the Company for approval. The Company shall have the **right to reject any 'matter' of Advertisement** without assigning any reason whatsoever.
23. Installation, erection of Hoardings and paintings etc. shall have to be done by the Advertising Agency as per guidelines of KMC or any Local Authority and all related cost and expenses, **Municipal Tax,**

GST and other Taxes and levies, if any, shall have to be borne solely by the Advertising Agency in addition to the contractual amount of Rental.

24. All materials / labors for construction of Hoarding / repairing etc. of the space meant for advertisement shall have to be supplied by the Advertising Agency at their own cost & responsibility.
25. The Company shall have the power to refuse any display of advertisement which in its opinion may be considered obscene or political in character or of a generally unsuitable character.
26. Passport size Photograph of the workers of the Advertising Agency should be forwarded to the Company for issuing the entry / exit pass at WBTC's premises for the purpose.
27. The total amount tendered for and accepted in respect of a particular year has to be paid in **half-yearly installments payable within the first week of commencement of each half-year in advance**, failing which the Company without prejudice to its other rights reserves the right to terminate the contract giving **14 (fourteen) days' notice** in writing and refuse to display any advertisement for the purpose.
28. For avoidance of doubt and dispute it is specifically stated that the structure of Hoardings should be built of and erected on strong materials by the Advertising Agency and the Company will have no liability if the advertisements on the vinyl/ hoardings suffer defacement / spoiling / or damage in any manner whatsoever if the vinyl/ hoardings fall down / or are damaged for any reason and no claim for compensation or for rebate in this connection will be entertained by the Company.
29. The Advertising Agency shall at all times indemnify the Company against all claims which may be made in respect of the work / contract for infringement of any right protected by **Patent registration of Design or Trade Mark** or in respect of any injury or death caused to any labor / worker employed by the Advertising Agency or to any other persons by falling of even any fittings or parts of the hoardings, sign boards, etc, of advertisement and / or by any manner whatsoever.

30. If the Advertising Agency contravenes any of the terms and conditions of the contract, the same shall be liable for immediate termination and the Company shall be empowered to claim **Liquidated Damage at the rate of 10% of the quoted / tendered amount for the remaining period of the contract** which will be recovered from the Security Deposit, and the uncovered balance, if any, of liquidated damage will be claimed separately without prejudice to other rights and remedies the Company may find entitled to under the Law and Equity.
31. The Advertising Agency shall **display its name** suitably on each Hoarding.
32. In the event of any dispute difference arising between the two parties hereinafter as to the construction or execution of the contract or the respective rights and liabilities of the parties, such dispute / difference shall be adjudicated in the court of Law of the competent jurisdiction at **Kolkata**.
33. The Contract is **generally meant for three years**, commencing from the date of execution of the Contract but the Company may, at any time giving three months notice in writing or less than 3 months if the Company may deem to fit it to terminate the Contract for the interest of the Company or in the public interest or change in the Govt. Policy and the Advertising Agency will have no right to object to the same or demand any compensation for such termination by the Company.
34. After expiry of the Agreemental/ Contract period or termination notice or cessation of the Contract in any manner whatsoever, the Advertising Agency shall have to dismantle / deface and remove all the Sign Boards/ Vinyl along with its fixtures and materials (without any damage of the property of TC) **except the built-up structure** from the allotted space **within 14 days**, failing which this Company shall be at liberty to deface the same forthwith without giving any further notice and the cost for dismantling defacement and demurrage charges shall have to be recovered from the Security Deposit of the Advertising Contractor and the Company shall have the right also to confiscate the hoardings / sign-boards/Vinyl and any other fixtures so erected by the Advertising Agency on the sites so allotted in case the Agency does not remove / dismantle / deface

the fixture and other materials within the specified time of 14 days as referred above.

35. From the date of execution of the Contract the Advertising Agency shall be given **one month's time for erection** of hoarding / sign-boards / painting etc. on the allotted sites. Irrespective of whether such erection is completed or not by the Advertising Agency, the rent for each site shall be charged as per rate entered into the contract.

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1. Name of the Firm _____

2. Year of establishment:: _____
3. Address – (a) Head Office:: _____

- (b) Branch _____

4. Telegraphic Address, if any :: _____

5. (a) Telephone Number : Head Office : _____
Branch Office : _____
- (b) Mobile No. :: _____

(e) E-mail Address _____

6. **Is your firm Registered under**

(a) The Indian Companies Act. :: _____
2013? If so, names of the _____
Directors. _____

(b) The Indian Partnership Act. :: _____
If so, names of the Partners. _____

(c) If Act registered under any of :: _____
the Acts stated above, particulars _____
of the constitution of the Firm. _____

(d) If Registered as a 'Small :: _____
Industries' reference and office _____
Particulars of such Registration. _____

7. (a) Name (s) and address (es) :: _____
of your Bankers (s) _____

(b) Name in which the Bank :: _____
Account stands and the year in _____
which the account was opened. _____

(c) P A N _____

(d) TAN _____

8. Are you in the approved lists of
Advertising Agents and if so, the
reference and other Particulars thereof.

- (a) Railways :: _____

- (b) Calcutta State Transport Corporation :: _____

- (c) South/North Bengal State Transport Corporation etc. :: _____

- (d) Motor Vehicles Deptt. of Government of West Bengal :: _____

- (e) D G S & D, New Delhi :: _____

- (f) Any other State / Central Govt. or State / Central Govt. Commercial Undertaking. :: _____

- (g) Some other important clients other than above with whom you have had dealings since last five years. :: _____

- 9. Any other 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 :: _____

(Full Name)

DESIGNATION :: _____

OFFICE SEAL :: _____

WITNESS :

Name :: _____

Address :: _____
