

E-TENDER FORM

**E-TENDER FOR DISPLAY OF ADVERTISEMENT PANEL ON THE BUSES
OF PRTC**

(To be submitted by the Tenderer)

Name of the firm/Advertising Agency: _____

Period of the contract: _____

Signature of the Tenderer
with seal of the Advertising Agency.

**:: Pepsu Road Transport Corporation, Patiala ::
(A STATE GOVERNMENT UNDERTAKING)
NABHA ROAD PATIALA.**

**GRM: PEP 1000P
FAX: 0175-2311717**

**PRICE: Rs.2000/-
Phone: 2311715
2311716
2311717**

The details of E-tender are as shown below:

| | | |
|--|---|--|
| Purpose | Display of advertisement panel on the buses of PRTC for the period of three years | |
| Earnest Money Deposit | Rs. 5,00,000/- (Five lakhs only) through e-payment. | |
| Cost of document | Rs. 2000/- (Two thousand only) | |
| Time period for downloading of E-tender document | From _____ onwards upto _____, 17.00hrs | |
| Last date & time for submission of E-tenders | _____, 17.00hrs | |
| Place, date & time for opening of E-tenders. | Technical Bid | PRTC, H.O., Patiala, _____ at 11.00hrs |
| | Financial Bid | PRTC, H.O., Patiala, _____ at 11.00hrs |

ON BEHALF OF _____ : PEPSU ROAD TRANSPORT CORPORATION, Nabha Road, PATIALA

PERIOD OF CONTRACT : THREE YEARS

CONTACT PERSON : Public Relation Officer, PRTC, H.O., Patiala.
Mob: 88728-22900, 9463322269.
Email: (i) mdprtc@gmail.com &
(ii) prtcepro@gmail.com

PEPSU ROAD TRANSPORT CORPORATION, PATIALA
TERMS & CONDITIONS

Subject: Display of advertisement panel on the buses of PRTC for the period of three years.

E-tenders are invited from bidders for the display of advertisement panel only on the **rear side** of 1171 buses of PRTC (863 ordinary PRTC owned, 204 ordinary buses hired under KM Scheme basis, 78 own midi buses, 7 midi buses under KM scheme basis, 19 city buses) for a period of three years from the date of commencement of the contract. The contract will commence w.e.f. signing of the agreement for the total fleet of 1216 buses of PRTC. The buses of PRTC are likely to be operated in the State of Punjab and neighboring states of Haryana, J&K, Delhi, Uttranchal, Rajasthan, Himachal Pradesh etc. The advertisement panel can be placed on the rear side of the buses as per the detail given at Annexure 'I'.

1 The successful bidder has to sign an agreement with PRTC for display of advertisement on the buses of PRTC as per the enclosed proforma along with the amount of security in the form of Performance Bank Guarantee in favour of Managing Director, PRTC, Patiala (Annexure-V)

2 The E-tender bid should be submitted along with EMD of Rs.5,00,000/- which is to be paid online. Successful bidder has to execute the agreement within a period of **7 days** from the date of issuance of letter of acceptance (LOA) by PRTC failing which the EMD will stand forfeited. The earnest money deposited by unsuccessful bidders will be returned except for the second highest bidder whose earnest money would be returned on signing of the agreement with the successful bidder. Earnest money in the form of cheque or cash will not be accepted.

3 E-Tender submitted without or insufficient earnest money shall be rejected without consideration.

4. Eligibility criteria for the Applicants:

(i) The bidder should have at least five years experience in the advertising line. A proof regarding continuous engagement in the advertising business for the last five years should be furnished. Copies of the executed advertising orders, certificates from the clients, financial transactions made with the clients etc. shall be deemed as a proof of a firm being in advertising business. The bidder shall also submit an affidavit duly attested by the Executive Magistrate as per specimen given in annexure II.

- (ii) The average annual turnover of the company from advertising business should be above Rs. 2.00 crores per annum during any three out of last five financial years i.e. for 2022-23, 2021-22, 2020-21, 2019-20 and 2018-19. A certificate to this effect duly signed by a Chartered Accountant should be furnished.
- (iii) Conditional Tenders will be rejected.
- (iv) The bidder must submit a certificate that he/firm has not been debarred/blacklisted by any of the government department in the State of Punjab or elsewhere in India.
- (v) The bidder must have all valid regulatory registrations such as GST/income tax, etc as on date.
- (vi) The bidder should carefully study the requisite criteria before applying the tender and submit the documents according to technical qualifying criteria complete in all respect at the time of submission of tender. No request for submission of shortfall documents after the due date and time of submission of tender shall be entertained in any case.
- (vii) There will be a two tier bidding process i.e. Technical & Financial. The Financial bid of only those bidders found eligible as per their technical bid will be opened.
- (viii) In case the certificates/documents attached by the Successful Bidder at the time of submitting the bid are found to be false/forged at any stage, the contract will be cancelled without giving any notice and the Performance Bank Guarantee submitted with the agreement and the EMD of Rs. 5,00,000/- (If the agreement is not signed) or both will be forfeited and criminal proceedings can also be initiated against him/firm.
(Documents attested by Notary Public to be attached to satisfy each condition)

5. Technical and Financial Bids

- a) The Bidder shall submit Technical and Financial bid separately.
- b) The technical bid shall contain the following documents:
 - (i) Proof of average annual turnover.
 - (ii) Proof of bidder having been in the business of advertising since last five years.
 - (iii) Affidavit as per annexure 'II'
 - (iv) Annexure 'III'
- c) The financial bid shall be submitted as per Annexure 'IV'.

d) The Bidder should quote the rate amount for the first year for 1171 buses of PRTC (863 ordinary PRTC owned, 204 ordinary buses hired under KM Scheme basis, 78 own midi buses, 7 midi buses under KM scheme basis, 19 city buses). This rate amount quoted will increase by 10% for each of the subsequent years i.e. 10% increase for second year on the amount payable in first year and further for third year a 10% increase on the amount payable for second year. Further, the above rate amount quoted should be the net amount payable to PRTC and all other taxes as applicable from time to time shall be extra including GST, etc

e) PRTC may increase or decrease the number of buses in any category from its fleet during the period of contract for which the quoted rate amount will be increased or decreased proportionately.

6. General Terms and Conditions:-

(i) Conditional or incomplete tender in any way shall not be entertained.

(ii) The Managing Director, PRTC Patiala reserves the right to accept or reject all or any of the tenders without assigning any reason.

(iii) The Advertisement Panel shall be displayed strictly in accordance with the laws of the land as well as any directions from the Hon'ble Courts/Govt. of Punjab/ Govt. of India which may be applicable from time to time.

(iv) The successful bidder shall not display any advertisement that contravene the advertising Industry's code of Ethics, advertisements which may hurt the religious sentiments of any community or which may be anti-social or not in the interest of public including advertisements regarding intoxicating products, tobacco, gambling or illegal lotteries, Nudity, Racial advertisements or advertisements propagating caste, community or ethnic differences, advertisement promoting drugs, alcohol, cigarette or tobacco items, advertisements propagating exploitation of women or child, advertisement having sexual overtone, advertisement depicting cruelty to animals, advertisement depicting any nation or institution in poor light, advertisement casting aspersion of any brand or person, advertisement banned by the Advertisement Council of India or by law, any other items considered inappropriate by Advertisement Regulatory Committee etc. If any fine, penalty, etc is imposed on the department by any government body, agency, etc regarding the content of the advertisement displayed on PRTC buses during the tenure of the contract agreement the same will be payable by the successful bidder. In addition to this, the successful bidder will be held responsible

if any legal issue, implication arises on account of advertisement displayed on buses of PRTC.

(v) The successful bidder shall furnish a performance bank guarantee equal to 1/3rd amount of the total contract amount. The Performance Bank Guarantee should be valid for the period of four years from the date of start of the contract period. Such Bank guarantee shall be in the name of Managing Director, PRTC Patiala. No cheque or cash will be accepted as security. The performance bank guarantee in the form of security will remain with PRTC till the expiry of the contract and will be returned only after the full due amount of PRTC has been paid including penalty, if any. Non submission of performance bank guarantee shall make the bidder ineligible to display the advertisements and the EMD furnished alongwith the E-tender will be forfeited. PRTC may offer this work to some other firm either out of the remaining bidders or by calling fresh tenders.

(vi) In case after the acceptance of the tender by PRTC, the successful bidder defaults in performing as per the terms and conditions of this tender or fails to pay the dues, then PRTC would be at a liberty to adjust all such dues from the performance bank guarantee furnished by the successful bidder including any forfeiture which may result due to non-performance of the terms and conditions of this tender.

(vii) The successful bidder will deposit the quarterly installment/license fee by the way of RTGS/NEFT/bank draft, etc. of the scheduled bank which should be realized in the account of PRTC on or before 7th of the first month of each quarter. Total contract amount will be paid by the Contractor in 12 quarterly installments. No part payment of the installment will be accepted at any cost. In case the successful bidder fails to deposit the quarterly installments (license fee) so fixed in advance on or before the 7th day of the first month of each quarter, the successful bidder shall be liable to pay a penalty equal to 0.25% of the total quarterly installment per day as liquidated damages against the delayed payment of license fee, for first 30 days and 0.50% of the total quarterly installment per day for subsequent 30 days. Thereafter, the PRTC shall have the right to terminate the contract without any notice and security deposited with PRTC shall be forfeited. The PRTC shall have the right to enter into contract with other firm for display of advertisement on the PRTC buses for the remaining period.

(viii) The payment of license fee will commence from the date of execution of the agreement signed and no rebate shall be allowed to the successful bidder if he

commences to display the advertisement from some later date except with the prior approval of M.D. PRTC.

(ix) All type of the costs involved for affixing and removal of the advertisement panel, etc shall be the entire responsibility of the successful bidder at his own cost. Under no circumstances the successful bidder will seek any relief/rebate on this issue. The successful bidder shall remove all Advertisement Panels, etc. within a period of maximum ten days from the expiry of the contract or the date of termination of contract. If, in any case the Advertisement Panels etc. are not removed within the stipulated period, PRTC shall have the power to remove the same at the cost of the successful bidder and the successful bidder would not be entitled in such case to claim any amount from PRTC as scrap value of the Advertisement Panels etc.

(x) The successful bidder shall also provide the list of buses on which the advertisement panel has been pasted by him to the concerned General Manager of the depot.

(xi) The material used for advertisement panel should not affect the colour of the bus whenever the panel is removed. In case of any damage to the colour of bus the cost of repainting shall be recovered from the successful bidder.

(xii) All the taxes payable on publicity or concerning the agreement signed payable at present or imposed in future by State/Centre government or any government authority/dept. will be solely borne by the successful bidder and shall be paid directly to concerned Government/competent authority as ordered by the same, under intimation to the Managing Director, PRTC and quarterly reconciliation of the same will be ensured by the successful bidder. If any taxes, penalty etc levied by the govt/competent authority are not paid by the successful bidder then the same will be paid to the concerned government agency by deducting the amount from the security in the form of performance bank guarantee submitted by the successful bidder.

(xiii) The rights of the successful bidder will strictly be restricted to the space as detailed in the terms and conditions and the usage of any other space on the buses will not be allowed. Further, the usage of other space on the bus for any purpose shall be the sole prerogative of PRTC.

(xiv) The successful bidder shall be liable to pay additional charges per bus on addition of the new buses @ amount of contract amount divided by number of buses allocated at the time of signing of the contract agreement.

(xv) (a) The successful bidder will not be entitled for any rebate for the buses detained in the workshop for routine maintenance.

(b) If due to any unavoidable circumstances which are not under the control of PRTC i.e. accident, breakdown etc, the bus/buses are not operated on the route/routes then the successful bidder will not be entitled for any rebate.

(xvi) (a) The successful bidder shall reconcile his accounts in person or through his authorized representative and will clear his up-to-date dues, including charges on account of liquidated damages. After reconciliation if any amount is deposited in excess, the same shall be adjusted in the next quarterly installment.

(b) PRTC will supply the list of vehicles of all the categories which are available for display of advertisement at the time of execution of the agreement.

Any information with regard to subsequent increase or decrease in the number of buses in the fleet of PRTC in any category will be sent to the Contractor on 7th of that month.

(c) It will be the responsibility of the successful bidder to reconcile the accounts at the end of each quarter. If the successful bidder fails to reconcile the accounts with PRTC at the end of each quarter no claim will be entertained at a later stage. Afterwards, if any claim/issue is received after the due date then the decision of the PRTC on the claim/issue will be final and binding on the successful bidder.

(xvii) The successful bidder will not be entitled to claim any compensation on account of interruption in the display of advertisement panel due to any unavoidable circumstances or due to non-utilization of buses allocated under the contract agreement signed. Also, if during the tenure of the contract agreement additional buses are allocated the successful bidder, the successful bidder will have make additional payment for the same as per rates mentioned.

(xviii) On expiry of the contract or termination of the contract, the successful bidder shall remove all the advertisement panels from buses. If the advertisement panels are not removed then the successful bidder will be responsible for the above lapse and the expenses incurred in this process by the PRTC will be recovered from the security of the successful bidder.

(xix) In case the successful bidder does not fulfill his part of the contract as laid down in the agreement or any act or omission on the part of successful bidder or any person working for him which amounts to violation of any of the terms and conditions of the agreement in any ways (excluding late payment, action against which will be initiated as specified in clause 6(vii) above), the Managing Director, PRTC Patiala will be fully

entitled to terminate the contract before the expiry of the complete term by giving 15 days show cause notice to the successful bidder.

If the contract is terminated, the Managing Director, PRTC Patiala is at liberty to retender the rights to display the advertisement within a reasonable time. During this process if any consequential loss is caused to the PRTC, that amount shall be recovered from the security amount of the previous successful bidder.

(xx) The successful bidder will be held solely responsible in case of any injury/loss to any person including person working for him. In case any injury/loss to any employee of the Corporation or Corporation itself, the same shall be recovered from the successful bidder. The loss can also be recovered from the security deposited by the successful bidder.

(xxi) The Courts at Patiala alone shall have the jurisdiction for the purpose of this contract.

(xxii) The Managing Director, PRTC Patiala will at his liberty incorporate or delete any other terms and conditions besides above deemed fit in the Agreement Deed with mutual consent of both the parties.

(xxiii) Any Ambiguity regarding any terms & conditions of the tender can be cleared by making representation to the authorized person i.e. MD/AMD before submitting tender. No queries regarding the terms & conditions of the tender will be accepted after the last date of accepting the tender.

7. Arbitration Clause

All the disputes and differences arising out in any way touching or concerning this deed whatsoever shall be referred to the sole arbitrator i.e. the Chairman, Pepsu Road Transport Corporation, Patiala acting as such at the time of the reference. The Chairman, PRTC or any authority nominated by Chairman, PRTC shall act as Arbitrator for settling any dispute arising between the parties. There will be no objection to such appointment that the arbitrator so appointed and in the course of his duties as such Government/Corporation servant he has expressed his views on all or any of the matters in dispute. The award of such arbitrator shall be final and binding on the parties to the agreement.

8. Force Majeure

(a) PRTC shall not forfeit successful bidder's Performance Guarantee or charge penalties or terminate the Contract Agreement for default, if and to the extent that delay in performance or failure to perform successful bidder's obligations under the Contract Agreement is the result of an event of Force Majeure.

(b) For purposes of this Clause "Force Majeure" means an event beyond the reasonable control of the successful bidder. Such events may include natural disasters, epidemics, quarantine restrictions and freight embargoes, etc.

(c) If a Force Majeure Situation arises, the successful bidder shall promptly notify PRTC in writing of such conditions and the cause thereof, in no case later than 15 days. Unless otherwise directed by MD PRTC in writing, the successful bidder shall continue to perform its obligations under the Contract Agreement as far as in reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

General Manager (Admin)

Public Relation Officer

Deputy Controller (F&A)

General Manager (Opr)

Addl. Managing Director (PRTC)

Annexure-I

Space available for display of advertisement on the rear side of buses

| | | | |
|---|----------------|---|----------------|
| Ordinary Bus (Orange) | 30 inch | Ordinary Bus (48 Seater Jaipur Body) | 30 inch |
| 48 inch | | 48 inch | |
| Ordinary Bus (52 Seater Jaipur Body) | 30 inch | Midi Bus | 30 inch |
| 48 inch | | 48 inch | |
| Ordinary Bus (Bhadaur Body) | 30 inch | Ordinary Bus (TATA) | 30 inch |
| 48 inch | | 60 inch | |
| City Bus | 30 inch | | |
| 48 inch | | | |

Annexure –II

Specimen Self attested affidavit**Affidavit**

I _____, designation _____ address _____ do hereby solemnly affirm and declare as under:

- 1 That I/ We are submitting tender for display of advertisements panels on bus on 1171 buses of (863 ordinary PRTC owned, 204 ordinary buses hired under KM Scheme basis, 78 own midi buses, 7 midi buses under KM scheme basis, 19 city buses) of Pepsu Road Transport Corporation in response to the E-tender dated-
- 2 That the annual turnover of my/our firm during the last five years i.e. 2022-23, 2021-22, 2020-21, 2019-20, 2018-19 is _____, _____, _____, _____, and _____ respectively.
- 3 That we are in the business of advertising since last _____ years.
4. That I have gone through all the terms & conditions of the tender/ agreement and have completely understood the terms and conditions of the tender.
5. That in case tender is awarded to me/us, I/we will comply with all the terms and conditions of the tender and the agreement. In case any default I shall be responsible for the same as per the terms & conditions.
6. That I certify that _____ has not been blacklisted by any Govt. Department, PSU or Government Company / Govt. of India for display of advertisement panels.

Deponent

Place _____

Verification

Verified that the contents of our statement are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Place _____

Date _____

TECHNICAL BID

To

The Managing Director,
Pepsu Road Transport Corporation,
Head Office, Nabha Road, Patiala.

Subject: **Display of Advertisement on the buses of PRTC for the period of three years.**

Ref. Tender No. _____

We hereby furnish the required details of Pre-qualification as under:

| | | |
|----------|--|-------------------------------|
| 1 | NAME AND ADDRESS OF THE TENDERER | |
| a | Name of the firm | |
| | Office address | |
| | Telephone and Fax Number | |
| | Email of the firm | |
| b | Name and designation of the Authorized signatory | |
| | Phone/Mobile Phone No. | |
| c | Name and designation of the contact person | |
| | Email of the contact person | |
| | Phone/Mobile Phone No. | |
| 2 | E.M.D. DETAILS To be deposited online. | |
| 3 | Turnover | |
| a | Turnover details (attach CA Certificate as Annexure) | Turnover Rs. in crores |
| | 2018-19 | |
| | 2019-20 | |

| | | |
|----------|---|---|
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| 4 | Proof of the firm being in Advertising business since last five years (end date 31.03.2023). Copies attested by Notary Public of the executed advertising orders, certificates from the clients, financial transactions made with the client etc. shall be deemed as a proof of a firm being in advertising business. In case of insufficient space attach annexure. | |
| 5 | LIST OF CLIENTS | |
| | The following firms are our regular/current Customers for whom we have worked in the field of Advertising. | |
| Sr.No | Name of the firm, Address, Phone No. and Name of the Contact person | Details of Purchase order/Supplies made |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Date _____

Signature of Tenderers with Seal

Annexure-IV

Display of advertisement panel on the buses of PRTC for the period of three years.**Financial Bid**

| | |
|--|--|
| Rate in figures for 1 st year | |
| Rate in words for 1 st year | |

Note:

1. The rate amount quoted above will increase by 10% for each of the subsequent years i.e. 10% increase for second year on the amount payable in first year and further for third year a 10% increase on the amount payable for second year.

2. The amount quoted should be the Net amount payable to PRTC and all other taxes as applicable from time to time shall be extra including GST, etc.

Date _____

Place _____

Signature of
Authorized Representative

Name of Signatory _____

For & on behalf of _____

(Name of firm)

Seal of the Firm

Annexure –V

Agreement for display of advertisement panel on the buses of PRTC for the period of three years.

(On Stamp paper of Rs. 500)

This agreement is signed between the Managing Director, Pepsu Road Transport Corporation, Patiala (hereinafter called the first party) on one part and the successful bidder or through authorized representative hereinafter called the second party who has been assigned the work for the display of advertisement panels only on the rear side of 1171 buses of PRTC (863 ordinary PRTC owned, 204 ordinary buses hired under KM Scheme basis, 78 own midi buses, 7 midi buses under KM scheme basis, 19 city buses) for a period of three years from the date of commencement of the contract. The terms and condition given in the tender document be a part of this agreement.

| | |
|---|---|
| Signature of the Tenderer seal | Signature for and on behalf of PRTC with seal. |
|---|---|

WITNESSES:

1. _____
2. _____