

TENDER NOTIFICATION NO: C2-1/2017-CTM (M & C), DT.24.03.2017.

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

TENDER DOCUMENT FOR LICENSING OUT THE SPACES TO
ESTABLISH AND OPERATE MINI DIGITAL CINEMA
THEATRES AT APSRTC BUS STATIONS
Through e-tenders.

O/o THE CHIEF TRAFFIC MANAGER(C & P),
RTC HOUSE,
NTR ADMINISTRATIVE BLOCK, PNBS,
VIJAYAWADA-520013

Website: <http://www.apsrtc.gov.in>

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Andhra Pradesh State Road Transport Corporation (APSRTC) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for APSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by APSRTC in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

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

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

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

Signature of the tenderer.

e- TENDER DETAILS

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE VC & MD, CTM(C&P) WING, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	NO. C2-1/2017 - CTM (C&P), Dt:24.03.2017.
4.	Tender Subject	Allotment of Open Space for establishment and Operation of Mini Cinema Theaters
5.	Period Of Contract	Fifteen years Extension for another 10 years will be given after successful completion of 15 years on the basis of right of refusal.
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD for Rs.5,00,000/-
9.	Tender document Process Fee	Rs. 11,500/- (Rupees Eleven Thousand five hundred ninety only)
10.	Tender document Process Fee Payable To	Rs. 11,500/- , should make payment along with EMD amount through RTGS to APSRTC account no: 060611100003165, IFSC Code ANDB0000606, Acc. in Name : APSRTC, Bank name: Andhra Bank.
11.	Tender document Downloading start date END date & Time	27.03.2017 at 10.00am 08.05.2017 at 05.00 Pm
12.	Bid submission closing date and time	09.05.2017 at 03.00pm
13.	Bids Opening Date a). PQ stage evaluation b). Commercial Bid	09.05.2017 at 03.00pm 16.05.2017 at 03.00pm
14.	Officer Inviting Bids	Chief Traffic Manager (C&P), APSRTC

15.	Contact Person	Chief Traffic Manager (C&P)
16.	Address/E-mail id	C T M(C&P), Commercial Section, RTC House, PNBS, Vijayawada, dyctmcomm@gmail.com
17.	Contact Details:Telephone	<p>APSRTC Contact No. 99592 22746, 99592 25300</p> <p>Service provider contact No. 73373 18403, 73373 18405 & 73373 18402.</p>
18.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at eprocsupport@vupadhi.com by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place eprocsupport@vupadhi.com or https://tender.eprocurement.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit the details in the online standard formats displayed in e-Procurement web site. The Bidders shall attach/upload the scanned copies the receipts for payment of EMD and application fee in the e Procurement web site. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes, levis etc.,) in the prescribed column of e-portal and shall not fill taxes/ levis columns of e-portal. The bid will be evaluated based on the quoted amount as base price.</p> <p>1. Digital Certificate Authentication:</p> <p>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform https://tender.eprocurement.gov.in.</p> <p>2. Registration with e-Procurement platform:</p> <p>For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or https://tender.eprocurement.gov.in.</p>

		<p>3. Payment Of Transaction Fee:</p> <p>It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s APTS(Andhra Pradesh State Technological Services), the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. A service tax of 15% + Bank Charges on the transaction amount payable to M/s APTS(Andhra Pradesh State Technological Services) shall be applicable.</p> <p>4. Tender Document:</p> <p>The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.</p> <p>5. Bid Submission Acknowledgement:</p> <p>The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS(Andhra Pradesh State Technological Services) are not responsible for incomplete bid submission by users.</p>
19.	General Terms & Conditions	As per Tender Document

SIGNATURE OF THE TENDERER

HOW TO APPLY

- Click at www.eprocurement.gov.in / <https://tender.eprocurement.gov.in> to download e-Procurement notification and Tender document
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

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

M/s

e-Procurement Help Desk
Vupadhi Technologies Limited
1st Floor, Ramky Grandiose,
Sy. No: 136/2&4, Gachibowli,
Hyderabad – 500032.
Telangana State.
Phone : +91 40-39999700, 39999701
Fax : +91 40-39999702
eMail ID: contact@vupadhi.com
Zippr Code: **VTSL6105**

DETAILS OF NOTIFICATION NO. C2-01/2017- CTM (C&P), DT:24.03.2017.

- 1 The tender is for licensing out the vacant open spaces at the selected Bus stations to establish and operate mini cinema theatres at licensee's own cost for a period of fifteen (15) years. Extension for another 10 years will be given after successful completion of 15 years on the basis of right of refusal. The list of bus stations is placed at **Annexure-I**.
- 2 Tenders in two bid system, i.e., technical and commercial bid are invited from reputed and experienced firms/organizations/agencies having experience in establishing and operation of mini cinema theatres.
- 3 **The tenders are invited through e-tender process. The intending tenderers shall register their name of the individual/ firm with the service provider i.e., in "eprocsupport@vupadhi.com" to participate in the tenders. For assistance contact No. 73373 18403, 73373 18405 & 73373 18402.**
- 4 The Tender document will be made available in "eprocsupport@vupadhi.com" from 27.03.2017 from 10.00 am to 08.05.2017, 5.00 pm . Tender documents can also be down loaded from the website www.apsrctc.gov.in (tenders/stalls/shops/DOT/BOT for rent). The cost of tender form is Rs.11,500/- which shall be paid through RTGS A/c No.060611100003165 IFSC code ANDB0000606. The cost of application is nonrefundable. The scanned copy of payment receipt shall be uploaded along with technical bid.
- 5 The Technical Bids will be evaluated on Dt.09.05.2017 at 03.00 pm by the committee nominated for the purpose. From the qualified bidders in the Technical Bid, the commercial bid will be opened on Dt.16.05.2017 .
- 6 **The stipulated EMD amount shall be paid through e-portal only. The scanned copy of payment receipt shall be uploaded along with tender document.**
- 7 **The intending tenderers should fulfill all the requirements to participate in e-tenders for allotment of open space in listed bus stations to establish and operate mini cinema theatres duly enrolling themselves well in advance in the eprocsupport@vupadhi.com.**
- 8 The tenderer should pay the requisite transaction fee i.e., 0.0345% on quoted amount plus service tax, to the service provider while submitting the tender through e-portal.
- 9 In the event of the date specified for receipt and opening of tender being declared as a holiday for APSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
- 10 Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions. Necessary permits to be obtained by the successful bidder himself from Govt. for construction and operation of theater, so that no ambiguity arises at a later date in this respect for which APSRTC is not at all responsible.
- 11 APSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

CHIEF TRAFFIC MANAGER (C & P)

Signature of the tenderer.

TERMS AND CONDITIONS OF THE TENDER

General:

1. All the tenderers are requested to get in touch with Commercial Department / APSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website of APSRTC www.apsrtc.gov.in and eprocsupport@vupadhi.com for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. The Tender must be submitted in the prescribed Tender Form along with requisite EMD.
4. The Tender form must be signed by the Tenderer only.
5. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. Incomplete Tender form, Tender form not accompanied scanned RTGS receipts for Tender form cost and scanned copy of EMD payment transaction details will be rejected.
7. Any person/agency/organization, who/which was a contractor to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing contractor who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this Tender.
8. **Experience:** The tenderer should have minimum of one year experience in construction / operation in any entertainment industry / digital content provider and any other business having relationship with running of cinema theaters.
9. The bidder/tenderer/each consortium (individual/company/firm) should have average turnover of **Rs.1 Crore (Rupees One Crore)** per annum in the last three Financial Years, i.e, 2013-14, 2014-15, 2015-16. The relevant Income Tax Returns and financial documents to be scanned and uploaded in the e-portal while submitting the e-tender.
10. The bidder/tenderer/each consortium (individual/company/firm) should have a minimum of **Rs.50 lakhs net worth** at the end of March'2016. The relevant Income Tax Returns and financial documents to be scanned and uploaded in the e-portal while submitting the e-tender.
(a)The tenderer can be an individual or a consortium with other individual/company/firm to participate in the tenders. If participated as a consortium, relevant documents fulfilling the terms and conditions of consortium and all required documents related to consortium shall be scanned and uploaded in the e-portal while submitting the e-tender.

Signature of the tenderer

11. Earnest Money Deposit

The EMD payable is Rs. 5,00,000/-

The EMD of Rs. 5.00 lakhs shall be paid through e-portal and the tenderer can quote any No. of bus stations listed at annexure -I. The scanned copy of transaction details shall be uploaded along with tender form.

12. The tenderer shall submit one e-tender form for any No. of bus stations and e-tender form cost of Rs. 11,500/-.

13. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.

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

When the tender form submitted by the tenderer is invalid.

The Tender form is liable to be treated as invalid...

- (a) When the EMD is not paid or less paid than what is stipulated in the tender.
- (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
- (c) When Tender form with pre-conditions or additional conditions is submitted.
- (d) When the tender is submitted for the business other than that notified in the tender Notification.
- (e) When the tender form is submitted by minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be **scanned and uploaded in the e-portal while submitting the e-tender**, failing which tender will be rejected.
- (f) When the Tender form is submitted by the person as stated vide clause 7 above.
- (g) When the tenderer has not submitted proof of running the Mini cinema theatres / Cinema hall / Multiplex / Inox.
- (h) When the successful tenderer fails to pay the Security deposit within 30 days and / or fails to furnish Bank guarantee within 30 days from the date of issue of allotment letter for the contract.
- (i) When the successful tenderer backs out from the contract, without carrying the business within the stipulated period, for whatsoever reason.
- (j) When the successful bidder backs out from the contract from any one of the bus stations allotted the EMD will be forfeited.
- (k) When the successful tenderer fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.

Signature of the tenderer

Submission of Tender:

15. Before submission of the tender, tenderers are required to make themselves fully conversant with terms and conditions, so that no ambiguity arises at a later date in this respect.
16. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should at once intimate and obtain clarification prior to submission of the tender.
17. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization shall be enclosed.
18. The tender form shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted on the **due date and time**.

Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

I. The required documents for **TECHNICAL BID**:

- (a) Scanned copy of RTGS receipt for Rs.11500/- towards tender document cost.
- (b) Technical Bid cum Application form duly filled and signed (**Annexure-II**).
- (c) Scanned copies of all supporting documents for eligibility (**i.e. Annual average turnover, Experience, Income tax proof etc.**) as prescribed in the tender document.
- (d) Scanned copies of self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
- (e) Scanned copies of self Attested copy of PAN/TAN card of the Tenderer.
- (f) Scanned copies of Power of Attorney/Authority Letter to sign the Tender Document as applicable.
- (g) Scanned copy Documents related to consortium (if applicable).
- (h) Scanned copies of any other document required as per the tender conditions

II. The required documents for **COMMERCIAL BID**:

- a) The tenderer shall quote the monthly license fee in the column specified in Annexure -I. The contract amount shall be quoted in figures as well as in words. There shall not be any alterations in the amount quoted by the tenderer. In case of difference in the amount recorded in figures and words, the amount recorded in words will be taken into consideration.
Signature of the tenderer
- b) The Commercial Bid must be unconditional. Conditional offers will be summarily rejected. The Commercial Bid shall be quoted by the Tenderer entirely in Indian Rupees.
- c) EMD payment transaction details.
- d) All the papers of tender document with terms and conditions duly signed by the Tenderer on each page as a token of acceptance of all the terms and conditions.

Signature of the tenderer

20. A) Opening and Evaluation of Technical Bid:

- a) **The Technical Bids will be evaluated by the committee nominated for the purpose on Dt. 09.05.2017 .**
- b) In the event of the date specified for evaluating technical bid being declared as a holiday for APSRTC's office, the due date for evaluation of bids will be the following working day.
- c) **Tender Committee will evaluate the Technical Bid** and its contents and the supporting documents to ascertain the eligibility of the tenderers. The Technical bids will be scrutinized on the basis of basic eligibility criteria.
- d) If the documents are incomplete or not in the prescribed formats or substantially insufficient to evaluate the eligibility criteria for short listing the Tenderer on the basis of the information contained in it may render the tender is invalid and the Commercial Bid will not be considered.
- e) After evaluation, the Technical Bid the applicants will be intimated on their qualification or disqualification through e-mail.

B. Opening and Evaluation of Commercial Bid

- a) Only those Tenderers, who have qualified in **Technical Bid**, will be considered for evaluation of Commercial Bids through e-tenders as per the schedule.
- b) The date of opening of the "Commercial Bid" is Dt.16.05.2017.

Note: Even though the tenderers meet the above eligibility criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

21. Evaluation of Commercial Bid:

- a) The tender will be evaluated based on the highest amount offered for each bus station separately.
- b) The bid will be evaluated by e-portal basing on the base price i.e., license fee to be paid to APSRTC for the first year of contract excluding taxes, levis etc.
- c) Each bus station will be allotted to the tenderer whose quoted amount against that bus station is the highest. A separate agreement shall be entered into for each location with the Regional Manager concerned.
- d) Preference will be given to those tenderers who have two or more than two years experience in the field of establishing and operating mini cinema theatres **provided other things being equal**. Necessary proof of experience shall be enclosed to the Tender Form.

Note: Even though the tenderers meet the requirements, they are subject to be disqualified at any stage if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements, which will also entail forfeiture of EMD/SD/BG.

Signature of the tenderer

22.Tender Evaluation Committee

- a) The Tender Evaluation Committee constituted by APSRTC shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- b) Any approach from the tender representative or his Contractor, trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

23.Amendment of Tender Document:

- a) At any time prior to the deadline for submission of proposals, APSRTC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum.
- b) Any Addendum thus issued shall become a part of the Tender Document and will be communicated in through the website of the Corporation and eprocsupport@vupadhi.com.
- c) To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the tendering authority, if required.

24. Allotment of contract:

As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into separate agreement for each bus station with the Regional Manager concerned for which he/she emerged as successful tenderer within 30 days from the date of issue of allotment letter.

25. Termination of tender process:

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

- 26. The drawings of the space provided in bus stations can be downloaded from apsrct website.

Signature of the tenderer

GENERAL AGREEMENT CONDITIONS OF THE CONTRACT

1. The Licence is for running mini cinema theatre (maximum two screens) with food courts in ----- Bus station by Sri -----, S/o -----, R/o -----, for a period of 15 years. Extension for another 10 years will be given after successful completion of 15 years on the basis of right of refusal.
2. **The agreement is operative for a period of Fifteen (15) years commencing from _____ and ending with _____.**
3. **The licensee has to construct the mini cinema theatres with food courts as per the drawings/design calculations of the local Civil Engineering Authorities and the construction activity shall be carried in consultation / under supervision of the local CED authorities.**
4. **LICENCE FEE:**
 - a) The licensee has to pay the monthly licence fee as agreed to be paid to the corporation at the time of finalization of the tenders. The licence fee is exclusive of electricity and water charges and the same shall be paid in advance **on or before 10th day of current month. If 10th day happens to be a holiday, the payment shall be made on the next working day.**
 - b) The Licensee shall pay the licence fee to Dy.CAO/AO of the Region, without any deductions. In other words, the amount agreed to be paid to the Corporation towards the contract shall be paid in toto as the Corporation is exempted from payment of TDS.
 - c) The licence fee shall be enhanced by 5% from 2nd year onwards over previous year licence fee.
 - d) The licensee is liable to pay **penalty for each day of delay** @ 36% per annum in case of belated payment of monthly licence fee, electricity and water charges, on the amount payable, in addition to payment of licence fee.
 - e) The Depot Manager/ Asst. Traffic Manager of the concerned Bus station or any authorized Officer of the Corporation is authorized to collect licence fee, electricity charges and impose **penalties** (on behalf of the licensor) on the licensee for breach of Terms and Conditions of the agreement.
5. **ELECTRICITY AND WATER CHARGES:**
 - a) Supply of water and electricity is subject to availability. The consumption charges shall be paid at the rates prevailing from time to time which will be extra. In case water is not provided by the licensor, the licensee shall have to make his/her own arrangements for supply of water at his/her own cost.
 - b) The Bidder shall arrange for DG set for 100% back up with all accessories, consumables, cabling, change over switches, panel board etc complete at his cost.

Signature of the tenderer

- c) The digital Electrical sub-meter and other required equipment shall be procured by the licensee at his/her own cost. The licensee shall bear the expenses of electrical wiring from the power point to the mini theatre.

If the meter is not working, the licensee has to get it repaired immediately at his/her own cost.

- d) The licensee shall bear the cost and expenditure for increasing the capacity of the power supply with any additional load as demanded by APTRANSCO authorities.
- e) The licensee shall pay all the charges towards electricity and water supplied by the corporation on or before 10th of every month and delay in payment will attract penalty @ 36% per annum for each day of delay on the amount payable.

6. MINIMUM PERIOD OF DOING BUSINESS:

- a. The minimum period of doing business by the licensee shall be **ONE YEAR** from the date of commencement of agreement period.
- b. If any licensee intends to vacate the premises for whatsoever reasons before completion of minimum period of ONE YEAR, the licensee has to pay the balance amount of licence fee which falls short of the amount equivalent to the stipulated minimum period of 1 Year.
- c. If the licensee after allotment of the contract desires for pre closure of the contract within the minimum period of one year, he/she can do it by serving three months advance notice. The three months advance notice given by the licensee shall be accepted only after completion of minimum period of 9 months from the date of commencement of license period /agreement.
- d. If the Licensee clears the balance contract amount for the left over minimum stipulated period of one year, the security deposit will be refunded. In case the Licensee fails to pay the amount which falls short of the amount payable for one year, corporation has the right to adjust the security deposit towards the dues payable by the Licensee and to refund the balance deposit, if any. In the event of any further short fall even after adjustment of security deposit, the Licensee shall make good the short fall within the prescribed time indicated by the licensor.

7. SECURITY DEPOSIT:

- (a) The Licensee shall deposit a sum equivalent to **six months licence payable in 7th year of contract** towards security deposit within 45 days from the date of issue of letter of intent. The agreement will be entered only after depositing the security deposit.
- (b) The tenderer shall pay the difference of security deposit, i.e., 6 months licence fee payable in 15th year of contract minus the security deposit initially paid, in the 1st month of 8th year of the contract.

Signature of the tenderer

(c) Security Deposit is refundable within 30 days after expiry of the period of license and subject to due performance of the terms and conditions of this agreement and after adjustment of dues.

(d) The security deposit will not carry any interest.

8. FORFEITURE OF SECURITY DEPOSIT:

The Security Deposit amount paid is liable for forfeiture if:

- i. The successful tenderer does not enter into Deed of license within the stipulated time as mentioned in the allotment order.
- ii. The successful tenderer fails to commence the business after depositing security deposit and execution of deed of license within the stipulated time as per allotment order.
- iii. The licensee commits breach of any terms and conditions of the Tender / Agreement.

9. NATURE OF BUSINESS: The Nature of Business is running and maintenance of mini cinema theatre with all facilities exhibiting films including sales of Movies Tickets and food court. No other stalls will be permitted except the above.

10. CHANGE OF NATURE OF BUSINESS:

The licensee has to do the same business for which the license is issued. The representations for change of nature of business by the licensee will not be entertained. If the licensee is found doing business other than that stipulated in the deed of license the license is liable for termination duly forfeiting the security deposit.

11. CONFINEMENT TO THE AREA ALLOTTED:

- i) The licensee has to perform the business by confining to the extent of area allotted as recorded in the deed of licence. There should not be any encroachment of the area other than the allotted by the licensee, under any circumstances.
- ii) The corporation reserves right to reduce the area mentioned or change the allotted place if required.
- iii) If the licensee is found encroaching into the area other than the allotted, the license is liable for termination with one month advance notice duly forfeiting the security deposit.

12. SUB STALLS/OUT-LETS:

Permission will not be accorded to the licensee to open sub-stalls/outlets under any circumstances.

13. ALLOTMENT OF ADDITIONAL SPACE:

Allotment of additional space for parking/food court is subject to availability. If allotted, the licence fee for the additional space provided will be fixed on pro-rata basis. Even if the space is available, the discretion of allotting the same will be totally lies with the Corporation.

Signature of the tenderer

14. NOMINATION OF LEGAL HEIRS IN THE EVENT OF DEATH OF LICENSEE:

In the event of death of the licensee, the licence shall come to an end. However, the licensor may permit the legal heirs of the deceased licensee to run the business on the same terms and conditions for the remaining period of licence duly entering into a supplementary agreement duly paying the requisite stamp duty at the cost of licensee for the remaining period of licence.

15. TERMINATION OF LICENCE:

The licence is liable for termination **with one month advance notice** on the following grounds:

- i. If the licensee defaults in payment of licence fee for three months consecutively or three times in a calendar year.
- ii. If the Licensee fails to do the business (for which licence is granted) for a continuous period of **NINETY(90)** days.
- iii. If the licensee is found to have encroached into the area other than the allotted
- iv. If the licensee performs any business, other than the one specified in the deed of licence.
- v. If the licensee is found doing or resorting to any unethical activities or indulging in moral turpitude.
- vi. In case of mis-behaviour /assault committed by the licensee, his/her representatives against the employees of the corporation.
- vii. For breach of any terms and conditions of deed of licence.

OTHER TERMS AND CONDITIONS:

- 16.** The Corporation provides only open space as earmarked in the drawing. It is the entire responsibility of the licensee to procure men material for completion of the structure at his cost in the allotted space only.
- 17.** The licensee shall make his/her own arrangements for procuring necessary equipment for carrying out his/her business.
- 18.** The Licensee is responsible for obtaining necessary licences, as per G.O.Ms.No.251 dt.10.10.2006 and any other GOs issued by Government of Andhra Pradesh from time to time at his cost which includes obtaining no objection Certificates (NOCs) from the concerned Govt. authorities, approval of plans for the proposed structure (if necessary), Certificate issued by Electrical Inspector, Certificate issued by R & B Dept., Stability Certificate issued by Architect etc., License for keeping Video Library , renewal of license from time to time etc. The Licensee is also responsible for obtaining no dues certificate from Commercial Tax department as per the A.P.Entertainment Tax Act and Rules, 1939.

Signature of the tenderer

19. Every material used for construction shall be of the fire resisting materials. It is the responsibility of the Licensee to comply with fire and life safety provisions as per NBC of India 2005.
20. The Bidder shall take necessary safety measures to work where required. Bidder shall maintain first aid kit for emergency.
21. Necessary Drainage and sanitary connections are to be carried out by the licensee at his cost as per the required norms. The sewerage shall have to be connected to nearest available drain/sewer manhole.
22. The blockage in the Sewage/water supply pipes shall be attended immediately. The water leakage in pipe fittings i.e. Taps, Bends, Valves etc. to be attended immediately. The Licensee shall make his own arrangements to attend the above jobs at his cost.
23. The Licensee shall not transfer the Contract to anybody except with the prior permission of the Licensor. Also the bidder shall not sub-contract any part of his obligations to any third party without prior approval of APSRTC.
24. The premises and surroundings of the business shall be kept in clean and tidy condition during all times. The Licensee shall deploy necessary Housekeeping staff and Housekeeping shall be done after each show which includes the maintenance of toilets (only two blocks separate for ladies and gents each) in mini theatre.
25. The Licensee shall not exhibit or permit any advertisement of any company/products/service except displaying **name of the Mini Theatre** in the allotted area and it will be limited to the present and upcoming films only.
26. Under any circumstances, front view commercial complex will not be permitted.
27. The licensee shall erect "**Glow Sign Board**" in consultation with the Bus station Manager, at his/her own cost.
28. The licensee shall not be entitled to allow any other person to occupy the premises instead or to use any part thereof. They should not sub-contract the Mini Theatre during the agreement period. Otherwise Corporation has rights to terminate the Agreement.
29. The Licensee shall exhibit censored films only. Films, Video contents that are banned, pirated, illegal and porn movies any other material prohibited by law are strictly prohibited.
30. Smoking and consuming Alcohol in the mini cinema theatres including bus station premises is strictly prohibited. The Licensee shall not permit sale of any alcoholic liquor / Cigarettes within the Bus Station premises.
31. All notices, consents, sanctions, directions and approvals referred to in this agreement or otherwise shall be given by the licensor to the licensee and vice versa in writing.

Signature of the tenderer

- 32.** The licensor may constitute a committee from time to time with officials and non officials as members thereof with powers to inspect and to find out any illegal activities being taken up in the theatre premises or the display of obscene movies and advise the licensee suitably and also to take penal actions as per agreement.
- 33. CONCLUSION OF AGREEMENT PERIOD:**
- a) On the expiry of the period of the licence or on its termination, as the case may be, licensee shall handover the premises in 'as is where is condition'.
 - b) In the event of the licensee failing to do so, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises.
 - c) The licensor after taking possession of the premises as provided in clause (b) can license out the same to others.
 - d) Or the licensor shall have right to dispose of the articles found in the premises in public auction without any notice to the licensee and the cost incurred for such auction shall be borne by the licensee which will be deducted either from the proceeds of the auction or security deposit.
 - e) The proceeds in the said auction will be adjusted towards arrears of licence fee etc., and the balance if any will be refunded to the licensee.
 - f) Failure to handover the premises by the licensee to the licensor is as is condition, will entitle the licensor to forfeit the security deposit.
- 34.** The maintenance of the mini cinema theatre such as repairs and other periodical maintenance etc. during the subsistence of the licence shall be the responsibility of the licensee. However, any internal modifications to the mini theatre as may be essential shall have to be carried out at his / her cost with prior approval of the corporation.
- 35.** The licensor shall have right to terminate the license if the licensee displays pirated/obscene movies and any police raids are taken up on account of display of pirated / obscene movies, which would entail only one month notice and forfeiture of security deposit.
- 36.** The contract can be terminated by giving three months advance notice on either side. In such circumstances, the deposits which may remain to the credit of the Licensee will be refunded after all the dues payable to the corporation have been settled out of the deposits made by the Licensee. Corporation shall not be liable to pay any damages that the licensee may suffer on account of such termination. However, the licensee can opt for the termination after completion of minimum period of one year.
- 37.** In all disputes on the scope and doubts of interpretation of the clauses or conditions and application of this licence or otherwise the decision of the Vice Chairman and Managing Director, APSRTC shall be final.

Signature of the tenderer

38. If any dispute arises between the licensee and the Andhra Pradesh State Road Transport Corporation only, the Courts in Andhra Pradesh shall have jurisdiction.

39. DAMAGES / COMPENSATION:

- i. The Corporation shall not be accountable for any loss that the licensee may suffer on account of any damage / theft etc. caused to the mini theatre or its allied infrastructure installed at any of the Bus stations.
- ii. Corporation is not liable for any damage or loss caused to the items / goods / furniture sustained by the licensee.
- iii. The loss/damage if any caused to the property of the Corporation by the licensee or his representatives, the compensation shall be borne by the licensee.
- iv. The Corporation is not liable to pay any compensation in case of death or injury (simple/grievous) caused to any person engaged by the licensee in the course of working in mini theatre. The licensee shall be liable to bear all expenses and for payment of compensation in all such cases.
- v. The Corporation is not responsible to pay any compensation in case of deaths/injury (simple /grievous) caused to any person due to stampede or due to any untoward incidents.

40. The Licensee shall be governed by all the statutory provisions prescribed by the State / Central / Local Laws and obtain requisite Licence / Certificate / Permission / Approval as may be necessary or required from the concerned authorities from time to time for doing his/her business, at their own cost and shall pay all taxes/fees or other sums, if any required to be paid to the concerned authorities as specified in the G.O.Ms No.251, Dt.10.10.2006 issued by Home (GENERAL A) Department, Govt. of A.P., regarding exhibition of films on Television Screen through Video Cassette recorders (Regulation) Rules, 2006 and any other acts related to Mini theatre business, entertainment tax and any other tax levied by Government authority.

41. The property tax for Mini theatre shall be borne by the licensee as decided by the Corporation.

42. The licensee shall pay minimum wages to the workers/staff engaged by him, as fixed by the Government from time to time.

43. The licensee shall recover 12% towards PF on the wages paid and the licensee shall have to pay matching contribution @12%, administrative charges @1.10% and inspection charges @ 0.18% on the total wages paid to all the persons engaged by him/her, and remit the same to the RPFCL.

Signature of the tenderer

44. The Licensee shall comply with the provisions of all the Acts and rules made from time to time under (1) the Andhra Pradesh (Andhra Area) places of Public Resort Act, 1818 (Act I of 1818), (2) The Adhra Pradesh Municipalities Act., 1965(Act VI of 1965, (3) The Andhra Pradesh (Andhra Area) District Boards Act., 1920 (Act XIV of 1920) (4) The Andhra Pradesh (Andhra Area) Town Planning Act 1920 (Act VII of 1920) (5) A.P Gram Panchayats Act 1964 (ActII of 1964), (6) The Copyrights Act 1957 and the Copyright rules, 1958 (7) The Cable Television Networks (Regulation) Act., 1995 and the rules made there under (8) The Cinematograph Act., 1952 and the rules made there under (9) The A.P Cinemas (Regulation) Act, 1955 and A.P. Cinemas (Regulation) rules 1970, relating to matters referred to in Section 6 of the Act and in force immediately before commencement of the business and any other law in existence.

All incidental charges, taxes and any other charges/ statutory tolls/levies/ dues/ Luxury tax/ Service Tax/ VAT etc levied by the Statutory Authority from time to time are to be borne by the licensee.

45. Approval of plan of building:

The licensee should obtain the approval of the plan of the building proposed to be constructed from the competent authorities.

46. Electrical and Structural soundness certificate:

The licensee shall notify the Executive Engineer, R & B while starting the construction and on completion of the building, shall obtain a certificate of Structural soundness certificate from the Executive Engineer, R & B.

On completion of the electrical installation of the building, the licensee shall obtain a certificate of Electrical wiring of the building from the Chief Electrical Inspector of the Government and Fire safety certificate from Director General of Fire Services or an officer deputed by him.

47. Lead period:

- (1) The licensee shall complete the construction of mini cinema theatre within 12 months from the date of issuance of offer letter / letter of intent by the Corporation.
- (2) The licensee will be provided with a holiday period of 12 months / completion of construction of mini theatre whichever is earlier. It is the responsibility of the entrepreneurs to obtain all requisite statutory licenses, plan approvals etc. from the respective Government Departments.
- (3) The 2nd year annual license fee shall be paid on 365th day from the commencement day of operation, i.e., one year after holiday period.

Signature of the tenderer

48. The licensee shall take care of:

- (1) all windows and other means of ventilation in the building to be maintained in good order.
- (2) Every part of such building or place to be maintained in proper sanitary condition.
- (3) the walls of the building to be painted in every year if so required.

49. Restriction on admission of the persons:

The licensee shall specify the number of shows for every day and actual no. of persons to be admitted for each class of accommodation. The number shall be arrived by calculating @ of 20 persons for 10 sq.mts of floor area, in respect of that portion of the premises which is provided with chairs having backs and arms.

50. Rate of admission to be fixed:

The licensee shall fix the actual rate of admission into the place of exhibition taking into account of the amenities provided in the place of exhibition, the prevailing rates of admission in similar localities within that jurisdiction.

The Licensee is not permitted to sell the Admission tickets beyond its capacity. The Admission Tickets shall be sold through specified counters only.

51. Seating accommodation:

Seating arrangements shall be provided as prescribed by the statutory authority. The Licensee shall not allow any audience beyond seating capacity.

52. Provision of Fire Extinguishers:

In place of exhibition, sufficient number of potable fire extinguishers shall be provided and necessary exit doors are to be provided as prescribed in act.

It shall be the sole responsibility of the Licensee to adopt all the safety measures including provision of firefighting equipment & deploy personnel who are adequately trained in fire fighting. If any accident occurs due to operations or due to negligence on the part of the Licensee or his personnel or for any reason, it shall be the full responsibility of the Licensee. The Corporation is not responsible for any claims arising out of such incidents.

53. In case business is not carried out by the licensee due to riots / agitations/ bundhs / fire/ floods / natural calamities / strike/ either by internal or external factors or for any other reasons, for a particular period, or periods, the Licensee shall have no right to claim any remission on licence fee payment or compensation or reimbursement of loss etc.

Signature of the tenderer

- 54.** The licensee shall pay the service tax as applicable along with the monthly licence fee.

- 55.** Corporation reserves the right to modify any condition/conditions of the agreement and to incorporate fresh clauses. The licensee has to enter into a fresh deed of licence at his/her own cost.

CHIEF TRAFFIC MANAGER (C & P)

Signature of the tenderer.

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

To
The Chief Traffic Manager (C & P),
A. P. S. R. T. C., RTC House,
PNBS, VIJAYAWADA.

Sir,

Sub:- **TENDERS** - Submission of Commercial Bid for Licensing out the space for establishing and operation of mini cinema theatres in the bus stations / premises of the of the Corporation – Reg.

Ref: Tender Notification No: C2-01/2017-CTM (C&P), DT.24.03.2017.

I/We hereby submit Commercial Bid for Licensing out the space for establishing and operation of mini digital cinema theatres in the bus stations / premises of the of the Corporation, after carefully going through the Terms and Conditions and other rules stipulated by the Corporation, which are made available to me/us, along with the Tender Form.

Encl: i). Signed Tender Document
ii).Annexuer-I

Place:

Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)
along with seal

Address:

List of 28 Vacant Lands of APSRTC Proposed for Mini Theatres					Rate Offered
S.no	District	Places Proposed by APSRTC	Area in Sft	Classification	
1	KRNL	KURNOOL	10090	M	
2	NEC	PALAKONDA	10200	B	
3	NEC	BOBBILI	10710	B	
4	NEC	PARVATHIPURAM	10140	B	
5	WG	DWARAKA THIRUMALA	8100	B	
6	KRI	CHALLAPALLI	9000	B	
7	NLR	GUDURU	9990	B	
8	NLR	RAPUR	8200	B	
9	KRNL	ALLAGADDA	7200	B	
10	ATP	KADIRI	15795	B	
11	NEC	ICHAPURAM	11950	C	
12	VSP	CHINTAPALLI	9000	C	
13	VSP	V.MADUGULA	10240	C	
14	VSP	YALAMANCHILI	8325	C	
15	WG	CHINTALAPUDI	9045	C	
16	KRI	BANTUMILLI	9000	C	
17	KRI	NAGAYALANKA	14400	C	
18	GNT	REPALLE	8500	C	
19	PKSM	MARTUR	9000	C	
20	PKSM	TANGUTURU	9980	C	
21	NLR	PODALAKURU	8250	C	
22	CTR	KALIKIRI	9500	C	
23	CTR	NAGULAPURAM	9700	C	
24	CTR	PUTTUR	10500	C	
25	CTR	SATYAVEEDU	9700	C	

Areas available in First Floor of Bus Stations

26	GNT	GUNTUR NTR B/S	8450	M	
27	NLR	NELLORE PSR BUS STATION	5000	A	
28	WG	BHIMAVARAM	5928	B	

Note: (1) The space in the Bus stations located in scheduled areas, i.e, S.no 12 (Chintapalli) will be allotted as per the existing Government rules in force.

Note:(2) Taxes as applicable extra.

Signature of the tenderer.

Technical Bid form for Mini Digital Cinema Theaters

To
The Chief Traffic Manager (C & P),
A. P. S. R. T. C., RTC House,
PNBS, VIJAYAWADA.

**Affix latest
passport
size photo
with self
attestation**

Sir,

Sub:-Submission of Application form for establishing and operation of mini cinema theatres
in the bus stations / premises of the Corporation – Reg.

1. Name of the Tenderer :
(In capital letters)
2. Status (Individual/Partnership :
Firm/Company/Others)
3. Address for correspondence :

Telephone No. :
4. Permanent residential address :

Telephone No. :
5. Email/Website address :
6. Tender document fee :
a) RTGS receipt No. & Date :
b) Amount in Rs. : Rs.11,500/-
c) Bank particulars :
7. EMD Amount :
a) Scanned transaction details :
b) Amount in Rs. :
c) Bank particulars :

8. Experience (if any) of the Tenderer : _____ years
(in number of years in relevant field,
(Proof of experience to be uploaded in the e-portal).
9. Annual Turnover For the year 2013-14 : Rs.
2014-15 : Rs.
2015-16 : Rs.
Average annual Turnover : Rs.
(Relevant documents should be uploaded in the e-portal)
10. Net worth value at the end of Mar-2016 : Rs.
(Relevant income tax return should be uploaded in the e-portal)
11. In case of consortium necessary proof to be uploaded in e-portal
12. I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer bus station wise in the proforma at Annexure – I.
13. I/We understand that the contract amount payable to the corporation will be enhanced @ 5% every year over the previous year's contract amount from the second year onwards.
14. I/we have carefully read and understood the terms and conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)

along with seal/stamp

LETTER OF AUTHORISATION FOR ATTENDING TENDERS

Subject: Authorization for submission of e-tender and for negotiations with the tender committee in the tenders of _____ Bus station

Following person is here by authorized for submission of e-tenders invited vide notification No.**C2-01/2017 - CTM (C&P), DT:24.03.2017**. for allotment of open space in the bus stations to establish and operate mini cinema theaters _____ Bus station and for negotiations with the tender committee mentioned above on behalf of _____ (Tenderer), in order of preference given below.

Order of preference	Name	Specimen signature
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I

II

Signature of Tenderer

Or

Person authorized to sign the tender

Note:

The persons authorized by the tenderer above shall have decision making power.