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**TENDER NOTIFICATION NO: Adv-08/2018**

**e-tender ID - 263321**  
**C1/9(32)/2018- Dy. CTM(C-I).**

***TENDER FORM FOR APPOINTMENT OF BUS STATION WISE  
ADVERTISING AGENTS FOR ERECTION OF HOARDINGS AT  
AGENTS OWN COST WITH AD RIGHTS IN OPEN (UN COVERED)  
PREMISES OF SPECIFIED BUS STATIONS / BUS DEPOTS / OTHER  
SPECIFIED PREMISES LOCATED IN VARIOUS  
PLACES OF CORPORATION***



**ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION**

**O/o THE CHIEF MANAGER (Comm)  
RTC HOUSE  
PNBS,  
VIJAYAWADA - 520013**

**Website: <http://www.apstrc.ap.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 anyway in this Tender Stage.

Signature of the tenderer.

**e - TENDER DETAILS**

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	<b>OFFICE OF THE VC &amp; MD, CM(Comm) WING, RTC HOUSE, PNBS, VIJAYAWADA</b>
3.	Tender Number	e-teder ID : 263321, Notification No: Adv: 08/2018.
4.	Tender Subject	Appointment of Bus station wise Advertising contractors for erection of hoardings in specified locations with ad rights in notified bus stations.
5.	Period Of Contract	Five years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of <b>Rs 5,00,000/- (Five lakh) to APSRTC account</b> Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA. <b>Rs. 100/- to APTS e-portal</b>
9	Tender document Process Fee	Rs 2360/- (Two Thousand two hundred ninety only).
10.	Tender document Process Fee Payable To	Rs. 2360/- , should make payment through RTGS to APSRTC <b>Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA &amp; CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA.</b>
11.	Tender document downloading start date.	08.02.2019 at 11.00am
12	Tender document downloading End date.	27.02.2019 at 10.00am
13.	Bids Submission Closing Date	28.02.2019 at 02.00pm
14	PQ Stage Evolution Date	28.02.2019 at 02.30 pm
15	Price Bid Evaluation Date	01.03.2019 at 11.30 am
16.	Contact Details regarding e-portal	7337318402, 7337318403, 7337318405.
17.	Officer Inviting Bids	Chief Manager (COMM), APSRTC
18.	Contact Person	Chief Manager (COMM)
19.	Address/E-mail id	C M(COMM), Commercial Section, RTC House, PNBS, Vijayawada, <a href="mailto:dyctmcomm@gmail.com">dyctmcomm@gmail.com</a>
20.	Contact Details	9100940728
21.	Quotes in tenders	Bidders has to quote license fee payable (base rate) to APSRTC during the first year of contract excluding the taxes and levis.

22.	Security Deposit	6 months license fee during the 5 <sup>th</sup> year of contract.
23	Guaranteed Deposit	6 months license fee during the 1 <sup>st</sup> year of contract.
24.	License fee enhancement	Every year 10% over previous year license fee.
25.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://tender.apecurement.gov.in">http://tender.apecurement.gov.in</a> in by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> or <a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a> 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. To submit the bids, tenderers must have class -3 type digital key.</p> <p><b>1. Digital Certificate Authentication:</b> 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 <a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a></p> <p><b>2. Registration with e-Procurement platform:</b> For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or <a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a></p> <p><b>3. Payment Of Transaction Fee:</b> It is mandatory for all the participant Bidders from 1<sup>st</sup> 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. GST of 18% + Bank Charges on the transaction amount payable to M/s APTS (Andhra Pradesh State Technological Services) shall be applicable.</p>

		<p><b>4. Tender Document:</b> 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><b>5. Bid Submission Acknowledgement:</b> 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>
26.	General Terms & Conditions	As per Tender Document
27	Documents to be uploaded	<p><u>PQ Stage:</u> GST Certificate, Signed copy of tender document, EMD Payment receipt of Rs. 5 lks, Tender processing fee payment receipt of Rs.2360/-, Experience Certificate, Firm Registration certificate, Firm PAN Card, if partnership firm necessary documents of agreement.</p>
28	Tender Document Hard Copies Submission	Tenderer who have submitted e-tenders has to hard copies of the tender document including all the copies uploaded during tender submission at the time of opening of PQ stage without fail.

SIGNATURE OF THE TENDERER

## HOW TO APPLY

- Click at <http://tender.apecurement.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 AP eProcurement or M/s Vupadhi Technologies Limited over phone or in person or their helpdesk at:

### **Project Manager (eProcurement)**

IT, E & C Department,

Room No: 232, First Floor , Block - IV,

IGC, AP Secretariat,

Velagapudi - 522503, AP.

Phone No: **+91 863-2444670**

eMail ID: **pm\_eproc\_itc@ap.gov.in, pa2pm\_eproc\_itc@ap.gov.in**

Website: [www.apecurement.gov.in](http://www.apecurement.gov.in)

### **Service Provider**

#### **Vupadhi Techno Services Pvt. Ltd.**

##### **Vijayawada Office:**

Flat No : 407, 4th Floor,

Sreeram's Sneha Avenue,

Near Aravinda School, Kunchanapalli,

Tadepalli (M), Guntur (Dist) - 522501.

Andhra Pradesh.

Phone No: **+91 8645-246370 / 71 / 72 / 73 / 74**

**DETAILS OF e- Tender Notification No.C1/9(32)/2018-Dy.CTM(CI), Dt.00.00.2019**

1. The tender is for appointment of Bus station wise Advertising Agents for erection of Hoardings in the open (uncovered) premises of specified Bus stations/Bus Depots / other specified premises in West Godavari Region, at Agent's own cost, with Advertisement rights on the erected structures for a period of FIVE years.
2. Tenders are invited from reputed agencies in single bid system through e-tenders.
- 3.Details with regard to no. of Hoardings allowed in each bus station are at Annexure- I and the details of earmarked locations for erection of hoardings in bus stations are available at [http://www.apsrc.ap.gov.in/T\\_Advertisements.aspx](http://www.apsrc.ap.gov.in/T_Advertisements.aspx).
- 4.Tender documents can also be down loaded from the web site [http://www.apsrc.ap.gov.in/T\\_Advertisements.aspx](http://www.apsrc.ap.gov.in/T_Advertisements.aspx).
5. Tender document process fee of Rs. 2360/- shall be paid through RTGS to APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name** : FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA. and the receipt of payment of processing fee shall be attached / uploaded at the time of bid submission through online.
6. Earnest Money Deposit of **Rs. 5 Lakh** shall be paid to APSRTC through RTGS to APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name** : FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA.and the receipt of payment of processing fee shall be attached / uploaded at the time of bid submission through online.
7. In addition to Rs. 5 lks bidder has to pay an amount of Rs.100/- to APTS - eportal toward EMD and upload the concerned receipts during bid submission in e-portal.
8. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
9. 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 MANAGER (Comm)**

Signature of the tenderer.

## TERMS AND CONDITIONS OF THE TENDER

### General

1. All the tenderers who have downloaded the Tender Document 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 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 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. Tenders must be submitted online through e-procurement platform <http://tender.apecurement.gov.in/>
4. The Tender once submitted shall not be permitted to be withdrawn. 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.
5. 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.
6. **Any person/agency/organization, who/which was an Agent to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing agent 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.**

### Earnest money Deposit

7. Tenderer shall pay EMD of Rs 5,00,000/- (two lakh rupees) through RTGS/ credit card/ Debit card etc to APSRTC account as per the details furnished at point no.8 of Page no.3 of the tender document.
8. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.

Signature of the tenderer.



9. 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.

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

I. 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 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.
- (e) When the tender is submitted in an unconcerned tender form.
- (f) When the tender is submitted for the business other than that notified in the tender Notification.
- (g) 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 submitted, failing which tender will be rejected.
- (h) When the Tender form is submitted by the person who attracts clause 6 above.

II. When the tender form is rejected on the grounds at clause 2 above.

III. When the successful tenderer fails to pay the Security deposit / Guaranteed deposit for bus station and or bus stations which were allotted to him during tenders within 30 days from the date of issue of allotment letter for the contract.

IV. When the successful tenderer backs out from the contract, without carrying the business for the stipulated period, for whatsoever reason.

V. 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.

**Submission of Tender:**

11. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.

Signature of the tenderer.

12. 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.
13. 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 attached / uploaded along with tender document in the e-portal.
14. Tenderer shall upload/ attach the scanned copies of experience certificates in the relevant field along with the tender form in the eportal.
15. The successful bidder shall submit documentary evidence such as annual turnover, aadhar card, PAN card, GST Certificate and experience letter in the relevant field etc at the time of entering into agreement beside uploading while tender submission through e-portal.
16. The tender shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted before closing date and time of e-tenders. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
17. By submitting the requisite EMD Tenderer can quote for any number of bus stations for erection of hoardings and contract will be allotted to the tenderer who quotes highest rate for that particular bus station per annum.

The amount offered for each bus station in the application/e-tender shall be for the first year of contract payable to corporation excluding all taxes.

The contract amount will be enhanced by 10% in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year over the previous year contract license fee.

The license fee quoted in tenders is the net amount payable to Corporation excluding all taxes/levies.

The tender must be unconditional. Conditional offers will be summarily rejected duly forfeiting EMD. The amount quoted by the Tenderer shall be entirely in Indian Rupees.

**Opening and Evaluation:**

18. The e-Tenders will be opened in the Office of Chief Manager (Comm), APSRTC, RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
19. In the event of the date specified for 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.
20. The Bids will be evaluated for each bus station by e-portal basing on the highest License fee offered excluding taxes for the first year of contract and tender will be awarded to the tenderer whose offer is the highest for each quoted bus station, after negotiations and recommendations made by Tender Committee constituted for this purpose.

Signature of the tenderer.

21. If two tenderers offer the same amount in any bus station, tender will be allotted as decided by the tender committee.
22. Tenderer must quote only the license fee payable to APSRTC excluding taxes & levies for each bus station.
23. Bus station maps along with earmarked location for erection of hoardings in RTC premises can be downloaded from website: [http://apsrtc.ap.gov.in/T\\_Advertisements.aspx](http://apsrtc.ap.gov.in/T_Advertisements.aspx)
24. e-portal will generate the bus station wise highest bidders list (ie., base price column in the e-portal) and the Tender Evaluation Committee constituted by the APSRTC shall verify and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
25. Any approach from the tender representative or his agent 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.

**Amendment of Tender Document:**

26. At any time prior to the date of submission of proposals, APSRTC may for any reason, whether at its own initiative or in response to a clarification/request by a prospective Tenderer modify the Tender Document by issuing an addendum.

Any Addendum thus issued shall become a part of the Tender Document and will be posted on the website <http://tender.apecurement.gov.in/> or [www.apsrtc.ap.gov.in](http://www.apsrtc.ap.gov.in)

To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the date of submission of proposals may be extended, at the discretion of the tender committee, if required.

All such addendums shall be signed by bidder and uploaded along with the other documents.

**Allotment of contract**

27. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement with the concerned Regional Manager within 30 days from the date of issue of allotment letter.

**Termination of tender process**

28. 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.
29. The Managing Director of APSRTC reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof. The tenderer shall have no cause of action or claim against APSRTC for rejection of his / her tender.

Signature of the tenderer.

## GENERAL CONDITIONS OF THE CONTRACT

### **Nature of Business:**

1. The Contract is for appointment of Bus station wise Advertising Agents for display of advertisements through erection of hoardings at earmarked locations in the uncovered premises of specified Bus stations / Bus Depots of West Godavari Region, at Agent's own cost.
2. The details of approximate no. of Hoardings in each bus station with approximate sizes along with rough sketch / drawings, are furnished in **the Annexure-I**.  
The tenderers are advised to inspect or arrange to inspect the selected Bus stations in the ANNEXURE personally before submission of tender form to ensure the suitability of the locations of the Hoardings for erection and display of Ads.

### 3. **PERMITTED:**

**HOARDINGS:** The successful tenderer will be permitted to erect Hoardings at ear marked locations in the uncovered premises of specified Bus stations / Bus Depots of the corporation. The sizes specified in the Annexure are the maximum sizes. The sizes may vary depending upon the locations.

The exact locations will be specified by the Regional Manager and the Hoardings have to be erected in that location only (rough drawings enclosed). The Regional Manager may specify the location / size of the hoarding keeping in view of the convenience.

*The location of Hoardings shall not obstruct movement of public, buses etc.*

4. **NOT PERMITTED:** The successful tenderer is not permitted to utilize any space other than the earmarked space in the uncovered premises of specified Bus stations / Bus Depots / other premises of corporation.
5. **Contract period** : The period of contract is for 5 years.
6. Failure to pay security deposit and guaranteed deposit or enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / Security deposit paid shall be liable for forfeiture.

### **MINIMUM PERIOD OF BUSINESS:**

7. The advertising agent shall carry out the business of display of advertisements through erection of Hoardings in the uncovered premises of specified Bus stations / Bus Depots of corporation at ear marked locations, for a minimum period of one year from the date of commencement of the contract.
8. In the event of the advertising agent seeking premature termination of contract within the stipulated one year period, the agent has to pay the balance monthly license fee for the left over minimum stipulated period of one year.
9. If the agent clears the balance contract amount for the left over minimum stipulated period of one year, the deposits (security deposit and guaranteed deposit) will be refunded. In case the agent fails to pay the amount which falls short of the amount payable for one year, corporation has the right to adjust the deposits paid by the licensee towards the dues payable by the licensee and to refund the balance deposits, if any.

Signature of the tenderer.

10. SECURITY DEPOSIT:

- a. The successful tenderer shall have to pay a sum equivalent to **six months license fee of 5<sup>th</sup> year of contract** towards security deposit within 30 days from the date of issue of allotment letter.
- b. The security deposit shall be paid to CHIEF MANAGER (Comm), APSRTC, RTC House, Vijayawada through Demand Draft obtained from any Nationalised Bank / Scheduled Bank other than co-operative Bank, in favour of FA & CAO, APSRTC payable at Vijayawada.
- c. The security deposit will not be adjusted during the tenure of the contract period towards monthly installments payable by the advertising agent unless the situation warrants for the same.
- d. The security deposit will be refunded after one month from the date of completion of Five year contract period, after adjusting the dues, if any payable by the advertising agent to the corporation.
- e. The security deposit will not carry any interest.
- f. In case of termination of contract due to breach of terms and conditions of contract / agreement, corporation shall have the right to adjust the security deposit paid by the advertising Contractor towards the dues payable to the corporation and to forfeit the balance security deposit.

11. GUARANTEED DEPOSIT:

The successful tenderer shall have to submit Demand draft from any nationalized bank drawn in favor of Financial Advisor, APSRTC, payable at Vijayawada equivalent to 6 months license fee of 1<sup>st</sup> year of contract within 30 days from the date of issue of allotment letter for appointment as advertising agent and enter into an agreement with the corporation.

The guaranteed deposit shall be furnished in addition to security deposit.

**The guaranteed deposit will be returned after completion of 9 months contract period, if there are no dues from the Ad agent.**

12. LICENCE PERIOD: The license period of the contract will commence on the 31<sup>st</sup> day from the date of issue of allotment letter for appointment of the advertising agent and remains unaltered.

**Payment of license fee:**

13. LICENCE FEE: The license fee payable by the advertising agent shall be paid as under:
- a) The Advertising Agent shall have to pay the contract amount as agreed to be paid to the corporation, irrespective of display of advertisements in each Bus station.
  - b) The amount payable for each year shall be divided into 12 equal amounts and the advertising Contractor shall pay each monthly license fee amount along with the levis **in advance** on or before 10<sup>th</sup> day of the month to the concerned Regional Manager, APSRTC, through demand draft obtained in favour of Dy.CAO/AO, APSRTC, and WG Region payable at -----

Signature of the tenderer.

- c) The Advertising Agent shall pay the license fee to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.
- d) The Agent shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.
- e) In the event of delay in payment of monthly license fee the Advertising Agent is liable to pay **penalty** for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the installment amount. This clause shall not prevent the corporation from forfeiting the security deposit and guaranteed deposit of the advertising agent.
- f) **License fee holiday for a maximum period of three months (on the request of the licensee only )** will be given from the date of commencement of contract for obtaining permissions from the concerned Municipal/Panchayat Authorities for erection of Hoardings from date of commencement of licence period. The Agent shall pay license fee from 4<sup>th</sup> month onwards or from the date of commencement of business whichever is earlier.
- g) Corporation is not responsible for delay (beyond three months) in obtaining permissions/ erection of Hoardings by the successful tenderer for any reason and the Agent shall pay licence fee irrespective of completion of erection of Hoardings.

#### **AGREEMENT**

14. The successful bidder shall enter into an agreement with the corporation within 30 days from the date of issue of allotment letter for appointment as Agent, duly paying requisite Stamp Duty.
15. The successful tenderer shall take up the contract for all the allotted bus stations and request for exclusion of any bus station allotted will not be entertained. Failure to take up all the bus stations allotted will be treated as back out from taking up the contract and the EMD, Security Deposit & Guaranteed deposit paid will be forfeited.

Failure to pay security deposit or guaranteed deposit and failure to enter into agreement within the stipulated period shall render cancellation of allotment of contract, the EMD / security deposit and guaranteed deposit paid shall be liable for forfeiture

#### 16. **Penalty Clause :**

If the Advertising Contractor is found displaying advertisements unauthorizedly in Bus stations or commits any breach of Terms and conditions of the agreement, a penalty up to a maximum of Rs.1000/- on each occasion will be imposed.

#### **Default in payment:**

17. If the Advertising Agent fails to pay the monthly license fee for three consecutive months, or fails to pay the monthly installment within stipulated period, thrice during the course of calendar year or commits breach of any conditions of the agreement, the corporation shall have the right to take any one or all the following actions:

Signature of the tenderer.

- a) to stop display of advertisements
- b) to remove advertisements displayed
- c) to terminate the contract.

In case of termination of contract due to breach of terms and conditions of the agreement, corporation shall have the right:

- i) to adjust the guaranteed deposit amount towards due amounts payable to the corporation and or
- ii) to adjust the security deposit paid by the agent towards the dues payable to the corporation including incidental financial losses that might arise on account of such premature termination and to forfeit the balance security deposit.

Further, in case of termination of contract for breach of terms and conditions of the contract, the hoardings erected by the Agent will become the property of the corporation and advertisement rights will automatically rest with the corporation. The Agent will not have any right to claim reimbursement/refund of the expenditure incurred in erection of Hoardings and for loss of his business on account of such premature termination.

### **Conclusion of Agreement :**

18.The Contractor is responsible to remove advertisements from the Bus stations after expiry of the period of display of such advertisement, during the subsisting period of agreement.

19.No display of any advertisement shall exist in any Bus station after completion of the contract period.

20.In case the Advertising Contractor fails to remove the hoardings /advertisements after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the advertising Contractor is liable to pay penalty at the rate of Rs.2,000 (Rupees two thousand only) per day per Bus station, for displaying advertisements unauthorizedly.

The advertising Contractor shall reimburse the consequential expenditure involved in removing such advertisement material in case the corporation removes the advertisements. The corporation shall also have the right to adjust the deposits made by the Contractor towards the removal charges.

### **Termination of Contract**

21.At any point of time during the subsistence of the contract, the contract can be terminated by the Corporation giving one month advance notice without assigning any reason. In such circumstances, the deposits which may remain to the credit of the Corporation will be refunded after all the dues payable to the corporation have been settled out of the deposits made by the Contractor (security deposit, guaranteed deposit etc.). Corporation shall not be liable to pay any damages that the Contractor may suffer on account of such termination.

22.The contractor can withdraw from the contract by giving three months advance notice to corporation after completion of the minimum period of business. The Security Deposit and guaranteed deposit is liable for forfeiture in case the contractor withdraws from the contract without giving three months' notice to the Corporation.

Signature of the tenderer.

However, the Contractor is permitted to exercise this option only on completion of minimum stipulated period of one year. Corporation reserves the right to terminate the contract any time during the contract period by giving 3 months advance notice to the advertising Contractor.

23. In case of breach of terms and conditions of the contract, corporation shall have the right to terminate the contract with a week days advance notice in such case the security deposit and guaranteed deposit is liable for forfeiture.

### **General Terms**

24. The advertising agent shall bring all equipment's and materials just before fixing / displaying advertisements, at their own cost. It is also the responsibility of the advertising agent to take away the advertising materials immediately after the fixing / display work is completed.

Under no circumstances, the Bus stations / Bus Depots of corporation should be allowed to lose their identity in the process of display of advertisements.

25.i) The Agent shall be governed by all the Statutory provisions prescribed by the State / Central / Local Laws and **shall have to obtain relevant certificate or permission or license as may be necessary or required from the concerned authorities** of Central Government / State Government / Local body **for erection of Hoardings and display of advertisements.**

ii) The advertising agent shall comply with all the rules and procedures obtaining in the local / within the territorial limits, in which the business is carried on and **shall pay all the Taxes, Advt. fees or other sums payable to the local or any authorities** for the purpose of carrying out the business of display of advertisements and there shall be no dues payable to any authority.

iii) The advertising agent shall pay **GST/ other statutory imposts** to the corporation as fixed by the Government from time to time on the contract amount payable to the corporation, in addition to payment of contract amount as agreed to be paid to the corporation every month.

26. The agent can take away their erected structures i.e., hoardings after successful completion of contract period. In case the Agent fails to remove the erected structures within 30 days after completion of contract period, corporation will have the right to confiscate such properties and to dispose them off / lease out advertisement rights over them to other Agencies etc.

27. Corporation reserves the right to appoint a separate Agent / Agents for display of advertisements through any media/ erection of unipoles / cell phone/ hoardings towers etc. at any space other than the earmarked spaces specified and allotted to the Advertising Agent under this contract.

28. The size of the Hoardings shall be nearer to the sizes mentioned by the corporation and shall be within the statutory permissible limits.

29. The tenderer shall **insure** the Hoardings against any injury/death/damage to any person / property or claims arising out of it on account of hoardings.

30. The Agent shall have to pay contract amount as agreed to be paid to the corporation, irrespective of erection of Hoardings and display of advertisements.

Signature of the tenderer.



31. In case the Agent defaults in payment of contract amount, the corporation shall have the right to terminate the contract. In case of termination of contract due to default in payment of license fee / breach of terms and conditions of agreement, corporation shall have right to confiscate such properties of the advertising agent and to dispose them off either by auction or sale, as it may think fit and proper, treating it as unclaimed / lost property. Corporation will also have option to lease advertisement rights over the erected structures to other Agencies.

32. Corporation shall have the right to operate any Bus station / Bus Depot or not to operate any Bus station / Bus Depot depending upon its exigencies. The corporation at its discretion shall have the right to make use of the premises of Bus station / Bus Depot for any other purpose - other than for the use of passengers / buses. The Advertising Agent shall not have any right or objection in making use of the premises of bus station for other purposes.

If required, the agent has to remove the advertisements displayed at their own cost. The agent shall not claim any charges for loss of his business on account of such removal of advertisements.

Corporation will reduce the license fee on pro rata basis for no. of Hoardings removed by the Agent in case the premises are required for any other purpose as stated above. The Agent shall abide by the decision of the committee and shall not raise any dispute in this regard.

33. If there are any changes in the Advertisement Policies of the Govt. / Local body etc. during the subsisting period of contract, the Advt. Agent has to abide by the changes so made, at his/her own cost, including shifting of the Hoardings erected to an alternate site shown by the corporation. Corporation will not bear the cost of damage / loss etc., if any caused to the Advt. Agent due to the effect of these changes.

34. The Advertising Agent shall not undertake any advertisements for display which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit / reject such advertisements from display and the advertising agent shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.

35. The Advertising Agent shall not undertake any advertisements for display of competitors in passenger transport and Cargo / Parcel/ courier transport business.

36. The advertising agent shall not display advertisements concerning to Tobacco, Liquor, Alcoholic products - Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.

The CHIEF MANAGER (Comm) / Regional Manager concerned shall have the right of scrutiny of the advertisements displayed by the advertising agent and shall have the right to reject or modify either whole or part of the advertisement if the advertisement is detrimental to the policy / interest of the Corporation / Government / public interest.

37. The corporation shall not be liable for any loss incurred by the advertising agent to its Bankers, Financial institutions, customers, personnel engaged by the advertising agent or any other person connected with the business of the advertising agent.

Signature of the tenderer.

38. The advertising agent:
- a) shall not accept any advertisements for display beyond the date of expiry of the agreement;
  - b) shall not resort to display of advertisements beyond the space earmarked for display of advertisements.
39. The advertising agent shall erect hoardings in such a way that they shall not cause any hindrance to the working of the APSRTC, Traffic movements and do not block and spoil the elevation of the Buildings, Civil structure and cause damage to the property of the Corporation.
40. The Advertising Agent shall make arrangements to provide the requisite infrastructural facilities for display of advertisements, at their own cost. The Advertising Agent shall also fix and remove the advertisements at their own cost.
41. The Advertising Agent is liable for the damages caused to the Bus stations or to any property of the corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
42. The Advertising Agent shall furnish information that may be required by the corporation from time to time, connected with the display of advertisements.
43. The corporation shall not be accountable for any loss or damage and / or theft of equipment – accessories etc. that the advertising agent may suffer on account of any advertisements displayed or not displayed for any reason.
44. The agent shall have to obtain permission of A.P. Transco for separate electrical connections. Electricity wiring including the cost of Electricity Meter shall have to be borne by the Agent as fixed by the Unit Officers. Further, installation of electrical equipment, maintenance / running charges etc., shall have to be borne by the Agent only.  
The Agent shall have to pay electricity charges to the respective Unit officers, before 10<sup>th</sup> day of every month and delay in payment of electricity charges will attract penalty of 36% per annum for the period of delay.
45. The Advertising Agent shall not engage persons below the age of 18 years. The persons engaged by the Advertising Agent shall not have any right or claim whatsoever, for employment in APSRTC at a future date.
46. The Advertising Agent shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under from time to time like payment of P.F., ESI, Minimum wages as prescribed by the Govt. of A.P. and submit proof of compliance. The Agent shall at all times indemnify the corporation all claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour engaged by it.
47. The corporation is not liable to pay compensation in case of death or injury (simple / grievous) caused to any person engaged by the Advertising Agent in connection with display of advertisements or in case of death or injury caused to any person / public due to erection of hoardings and display of Advertisements on them. The Advertising Agent is liable to bear all expenses and for payment of compensation in such cases.

Signature of the tenderer.

In case the erected structures collapse due to forcible winds etc., and causes damage to any property / persons, the Advt. Agent has to bear the cost of damages and claims arising out of injuries / death of any persons etc.

48. The Advertising Agent shall indemnify the corporation for any claims made by any authority and reimburse the same in case any payments are made by the corporation.
49. The Advertising Agent shall not appoint other firms / agencies / individuals as sub - Agents to carry out the business of display of advertisements on the erected structures in Bus stations / Bus Depots of corporation.
50. The Advertising Agent shall not employ, associate or include as business partner any person who was advertising agent of the corporation and defaulted in payment of contract amount.

In case it comes to the notice of the corporation that the Advertising Agent has employed / associated / included such person in carrying out the business, the corporation shall have the right to terminate the contract, with a week's notice duly forfeiting the security deposit.

51. The business shall be carried out only on the name / firm, as the case may be, that was specified on the Tender form while submitting the tender. During the course of contract, the Agent/ Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
52. In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture of deposit.
53. The agent is allowed to utilize hoardings allotted only and Corporation reserves the right to call the fresh tenders for hoardings / unipoles at other locations in the same bus station and the agent shall have no right to object/ claim for reduction in license fee.
54. The Managing Director of APSRTC reserves the right to modify any condition / conditions of the agreement, and add any other condition / conditions during the contract period. The Agent has to abide by the conditions modified / incorporated and has to enter into a fresh agreement with the corporation at their cost.
55. In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the decision of the Managing Director, APSRTC shall be final and binding on both the parties.
56. For any legal disputes, the High Court of judicature at Hyderabad for the state of Telangana and the State of Andhra Pradesh will only have jurisdiction.

**CHIEF MANAGER (Comm)**

Signature of the tenderer.

To  
The CHIEF MANAGER (Comm),  
A. P. S. R. T. C. RTC House,  
Vijayawada.

Sir,

Sub :- **TENDERS** - Submission of Tender for appointment of Advertising Agent for erection of Hoardings in the open (uncovered) premises of specified Bus stations/Bus Depots / other specified premises of corporation for a period of Five years - Reg.

Ref: Tender Notification No: ADV-00/2018 CM(Comm).

I/We hereby submit Tender for appointment of Advertising Agent for erection of Hoardings in the open (uncovered) premises of specified Bus stations/Bus Depots / other specified premises of corporation in West Godavari Region for a period of Five years, 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: Tender form

Place: Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)  
along with seal

Address:

**Application form (to be enclosed at submission of commercial bid)**

To  
The CHIEF MANAGER (Comm),  
A. P. S. R. T. C. RTC House,  
Vijayawada.

<b>Affix latest passport size photo with self attestation</b>
---

Sir,

Sub:-Submission of Application form for erection of hoardings in the uncovered premises of the bus station - tender form - Reg.

- 1) Name of the Tenderer :  
(In capital letters)
- 2) Status (Individual/Partnership :  
Firm/Company/Others) with  
details and proof thereof
- 3) PAN No. :
- 4) TAN No. :
- 5) GST No. :
- 6) Aadhar No :
- 7) Email/Website address :
- 8) Address for correspondence :

Telephone No.

- 9) Permanent residential :  
address

Telephone No. :

- 10) Tender document fee :  
a) Receipt No. & Date :  
b) Amount in Rs. : 2360/-  
c) Bank particulars :  
(Cheques & DDs will not be accepted)

11) Earnest Money Deposit : Rs. 5,00,000/- ( Rupees five Lakhs only)  
amount particulars  
a) Receipt No. & Date :  
b) Bank particulars :  
(Cheques & DDs will not be accepted)

12) Average Annual turnover **in outdoor advertisement business** for the last four years **(in Lakhs):**  
**(Proof to be enclosed as prescribed)**

13) Experience of the Tenderer : \_\_\_\_\_ years  
in number of years in the  
outdoor advertising field,  
**(Proof of experience to be enclosed as prescribed).**

14) **I/We hereby submit the certified copies of Income Tax returns filed for the last four years as Income Tax proof.**

15) I/we hereby agree to be appointed as advertising Contractor for display of advertisements through hoardings for the bus stations and we have submitted out quotes for each bus station payable to Corporation per annum:

16) I/We have perused the terms and conditions of the tender for appointment of advertising Agents for above bus station and hereby agree to abide by the said conditions.

17) 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

ANNEXURE - III

LETTER OF AUTHORISATION FOR ATTENDING TENDERS

Subject: Authorization for submission of e-tender and for negotiations with the tender committee in the e-tenders for erection of hoardings in \_\_\_\_\_ Bus station/ Bus stations.

Following person is here by authorized for submission of e-tenders invited vide notification No. **C1/ 9(32) / 2018 - DY.CTM (CI)**, for erection of hoardings in \_\_\_\_\_ Bus station/ Bus stations 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.

ANNEXURE - I

Maximum size of each hoarding allowed is: 240 sft.

( No. of Hoardings allowed in the bus station & the size of the hoardings may vary depending on the passenger convenience)

Sl. No.	Name of the Bus Station	Classification	No. of Hoardings proposed of 240 sft
1	New Bus Station, Eluru	Major	15
2	Tadepalligudem	B	7
3	Eluru Old Bus Station	B	7
4	Bhimavaram	B	12
5	Jangareddygudem	B	4
6	Tanuku	B	10
7	Narsapur	B	7
8	Palakol	B	10
9	Nidadavole	B	4
10	Kovvur	C	4
11	Chintalapudi	C	8
12	Ganapavaram	C	6
13	Dwaraka Tirumala	C	13
14	Kamavarapukota	C	10
15	Koyyalagudem	C	5
16	Attili	C	9
17	Undi	C	6
18	Pedapadu	C	4
19	Akiveedu	C	4
	Total		145