

TENDER NOTIFICATION NO:--Adv-02/2018
TENDER ID- 194245
C1/9(5)/2018 - DY.CTM(C-I),



ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

e-TENDER DOCUMENT FOR APPOINTMENT OF REGION WISE ADVERTISING CONTRACTORS FOR DISPLAY OF ADS ON CITY ORD., METRO EXP, METRO DLX, TVG, EXP BUSES INCLUDING JnNURM & HIRE BUSES IN NEC, VSP, EG, OGL, NLR & CTR REGIONS FOR A PERIOD OF THREE YEARS.

O/o THE CHIEF TRAFFIC MANAGER (C&P)
RTC House, PNBS
Vijayawada - 500013

Website: <http://www.apstrc.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) SECTION, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	e-teder ID 194245, Notification No: Adv: 02/2018.
4.	Tender Subject	Appointment of Region wise contractors for display of ads on TVG, EXP, City Ord, Metro Express, Metro Deluxe buses (including JnNURM) including Hire buses of NEC, VSP, EG, OGL, NLR & CTR Regions.
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 2,00,000/- (two lakh) for each Region. Bidders should make payment through e-portal only.
9	Tender document Process Fee	Rs 2360/- (Two Thousand two hundred ninety only) for each Region.
10.	Tender document Process Fee Payable To	Rs. 2360/- , should make payment through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA.
11.	Tender document downloading start date.	01.06.2018 at 11.00am
12	Tender document downloading End date.	19.06.2018 at 05.00pm
13.	Bids Submission Closing Date	20.06.2018 at 02.00pm
14	PQ Stage Evolution Date	20.06.2018 at 02.30 pm
15	Price Bid Evaluation Date	21.06.2018 at 11.30 am
16.	Contact Details regarding e-portal	7337318402, 7337318403, 7337318405.
17.	Officer Inviting Bids	Chief Traffic Manager (C&P), APSRTC
18.	Contact Person	Chief Traffic Manager (C&P)
19.	Address/E-mail id	C T M(C&P), Commercial Section, RTC House, PNBS, Vijayawada, dyctmcomm@gmail.com
20.	Contact Details	9959225300, 9100940728
21.	Procedure to Offer	The Bidders shall submit their response through Bid

Submission	<p>submission to the tender on e-Procurement platform at http://tender.apecurement.gov.in in by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place www.eprocurement.gov.in or http://tender.apecurement.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>To submit the bids, tenderers must have class -3 type digital key.</p> <p>1. Digital Certificate Authentication: 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 http://tender.apecurement.gov.in/</p> <p>2. Registration with e-Procurement platform: For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or http://tender.apecurement.gov.in/</p> <p>3. Payment Of Transaction Fee: 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 GST tax of 18% + Bank Charges on the transaction amount payable to M/s APTS (Andhra Pradesh State Technological Services) shall be applicable.</p> <p>4. Tender Document: 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</p>
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		<p>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: 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
20	Documents to be uploaded	<u>PQ Stage:</u> GST Certificate, Firm Registration certificate, Firm PAN card, completely filled and Signed copy of tender document, EMD Payment receipt, Tender processing fee payment receipt, Experience Certificate.

SIGNATURE OF THE TENDERER

HOW TO APPLY

- Click at <https://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 M/s Vupadhi Technologies Limited over phone or in person or their helpdesk at:

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 e- Tender Notification No. Adv-02/2018.
(Tender ID No - 194245)

- a) The tender is for appointment of Region wise advertisement contractors for display of advertisements on City Ordinary, Metro Express, Metro Deluxe (including Jnnurm), Teluguvelugu, Express buses including hire buses of North East Coast (SKLM & VZM), Vishakapatnam, East Godavari, Ongole, Nellore, Tirupati Regions for a period of three years.
- b) Details with regard to no. of available in each region and the space earmarked for display of ads on the buses is at Annexure- I.
- c) Tender documents can also be down loaded from the web site http://www.apsrc.ap.gov.in/T_Advertisements.aspx.
- d) Tender document application 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 scanned copy of the receipt shall be attached / uploaded at the time of bid submission through online.
- e) **Tenderer shall pay Tender document application fee of Rs. 2360/- for each region separately.**
- f) Earnest Money Deposit for an amount of Rs 2,00,000/- for each Region shall be paid through e-portal while submitting the bid and the scanned copy of the receipt shall be attached / uploaded at the time of bid submission through online.
- g) **Tenderer shall quote for each region separately by paying requisite EMD & application fee.**
- h) Tenders must be submitted through online portal only and no other means are accepted.
- i) 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.
- j) 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.
- k) **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 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 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 for each region separately along with requisite EMD.
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 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.**

Earnest Money Deposit

7. Tenderer shall pay EMD of Rs 2, 00,000/- (two lakh rupees) through e-portal while submitting the bid.
8. 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.

Signature of the tenderer.

9. 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.
- (i) Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

II. When the tender form is rejected on the grounds at clause 2 & 6 above.

III. When the successful tenderer fails to pay the Security deposit for the contract which was allotted to him during tenders within 30 days and / or fails to furnish guaranteed deposit 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:

10. 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.

11. 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.

12. 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.

Signature of the tenderer.

13. Tenderer shall upload/ attach the scanned copies of experience certificates in the relevant field along with the tender form in the eportal.
14. The successful bidder shall submit documentary evidence such as annual turnover, Aadhar card, PAN/GST Certificate, experience in the relevant field etc at the time of entering into agreement.
15. The tender document 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.
16. By submitting the requisite EMD Tenderer shall quote the contract amount per bus per month (irrespective of the type of buses) payable to the Corporation.
17. The amount offered in the application is per bus per month for the first year of contract.
18. The amount quoted/offered in the Tender is license fee payable per month during 1st year only and the license fee will be enhanced by 10% over 1st year license fee during 2nd year and 10% over 2nd year license fee during 3rd year. The amount offered above will be the net amount payable to APSRTC.

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. The amount quoted by the Tenderer shall be entirely in Indian Rupees.

Opening and Evaluation:

19. The e-Tenders will be opened in the Office of Chief Traffic Manager (C&P), APSRTC, RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
20. 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.
21. e-portal will generate the Region wise highest bidders list (ie., base price offered per bus per month for the first year of contract 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.
22. If two tenderers offer the same amount per bus per month, tender will be allotted to the tenderer who is having more experience in the relevant field. It is also requested to attach/ enclose the proof of experience certificates along with the tender form to eportal.

Signature of the tenderer.

23. The tender must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the Tenderer entirely in Indian Rupees.
24. 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 duly forfeiting the EMD. The tender committee has been empowered to take the final decision regarding the tender.

Amendment of Tender Document:

25. 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 <https://tender.apecurement.gov.in> or 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.

26. Preference will be given to those tenderers who have two and more years experience in the field of Advertising, **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.

Allotment of contract

27. As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement within 30 days from the date of issue of allotment letter for the contract.
28. Agreement period will commence from 01.08.2018 onwards or from 31st day of issue of allotment letter.

Termination of tender process

29. 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.
30. 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 display of ads on City Ordinary, Metro Express, Metro Deluxe (including JNNURM buses), Teluguvelugu and Express buses including Hire buses of North East Coast(SKLM & VZM), Vishakapatnam, East Godavari, Ongole, Nellore and Tirupati Regions and including Hire buses for a period of three years.
2. The details of approximate no. of buses and the approximate advertisement spaces allowed on each type of bus are shown at **Annexure-I**.

Space shall be left for APSRTC monograms on body panel, brake lights, indicator lights and number plates, *Retro - Reflective Conspicuity Marking Tapes of 50 mm wide on three sides of the bus body below window rail (total length of bus body)*.

The material used for display / branding of advertisement on glasses should be of International standard which shall be a see through vinyl giving clear view of outside environs for the passengers in the bus (no advertisement is permitted on front side).

3. Display of Advt. on Panels should be as specified here under.
 - i) Less than 2yrs old RTC buses - Vinyl stickering only.
 - ii) More than 2yrs old RTC buses - Vinyl stickering or standard quality painting (as per the choice of the Agent)
 - iii) HIRE buses - Vinyl stickering only.
(above & below two years old)

No painting is allowed on the panels of hire buses.

The aesthetic look of the buses should not be spoiled even while the advertisement is on or when it is removed. When advertisements are removed, the paint on buses shall be intact.

The Agent shall ensure that all norms of decency and social ethics are practiced for displaying the advertisement content.

4. Corporation reserves the right to display advertisements of its choice, on 10% of the total buses and the Advertising contractor shall not have any objection nor shall claim any advertisement revenue thereof.

The corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements / Private Advertisements etc on the 10% buses reserved for its choice.

5. The tenderers may inspect the buses physically either on road or at Bus depots to have a clear idea before submitting their tender.

Signature of the tenderer

Census:

6. a) The newly added buses (after commencement of agreement period) will also be made available to the Contractor for which the rates quoted/finalized will be made applicable.
- b) Census of buses will be conducted once in every three months (4 times in a calendar year) ie., in the first week of January, April, July & October months for arriving the monthly license fee to be paid by the successful tenderer for the next three months.

Period of Contract:

7. The period of contract is for 3 (three) years.

Minimum Period of Business:

8. a) The advertising contractor shall carryout his business of display of advertisements on the allotted buses for a **minimum period of one year** from the date of commencement of the contract.
- b) In the event of the contractor seeking premature termination of contract within the stipulated one year period, the contractor has to pay the balance monthly license fee for the left over minimum stipulated period of contract.
- c) If the contractor 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 contractor 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 contractor towards the dues payable by the contractor and to refund the balance deposits, if any. In the event of any further short fall even after adjustment of security deposits, the contractor shall make good the short fall within the prescribed time.

Security Deposit:

9. a)The successful tenderer shall have to pay security deposit i.e., amount equivalent to six highest months license fee of the contract within 30 days from the date of issue of allotment letter for the contract.
- b) The Security deposit shall be paid to the Chief Traffic Manager (C&P), A.P.S.R.T.C., RTC House, Vijayawada, through Demand Draft obtained from any Nationalized Bank/Scheduled Bank in favour of Financial Adviser, A.P.S.R.T.C., Vijayawada, payable at Vijayawada
- c) The security deposit will not carry any interest and will be refunded to the Contractor after one month from the date of completion of contract period, after adjusting the dues, if any payable by the advertising contractor to the Corporation.
- d) The security deposit will not be adjusted towards monthly installments payable by the advertising contractor.
- e) 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.

Signature of the tenderer

Guaranteed Deposit:

10. a) The successful tenderer shall have to submit guaranteed deposit for an amount equivalent to six months license fee of 1st year of contract within 30 days from the date of issue of letter for appointment as advertising contractor in form of Demand draft obtained from any Nationalized Bank/Scheduled Bank in favour of Financial Adviser, A.P.S.R.T.C., Vijayawada, payable at Vijayawada. **The guaranteed deposit shall be returned after 9 months from the date of commencement of contract period or submission date of Guaranteed deposit to Corporation whichever is later.**
- b) The guaranteed deposit shall be furnished in addition to security deposit. **The guaranteed deposit will be returned after completion of 9 months period, ensuring no dues from contractor.**
- c) The Corporation shall have the right to adjust the guarantee at any time towards the due amounts payable to the Corporation, if the advertising contractor defaults in payment of monthly license fee amount or penalty, or for breach of any terms and conditions of the agreement.

Agreement:

11. **The contract period commences from 01.08.2018 or 31st day of the date of issue of allotment letter of the contract whichever is earlier.**
12. The successful tenderer shall enter into an agreement with the Corporation duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
13. Failure to pay security deposit and / or to submit guaranteed deposit / enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / security deposit and guaranteed deposit paid shall be liable for forfeiture.

Payment of license fee

14. The contract amount payable by the advertising contractor shall be paid as under:
(License fee = No. of Buses in region of types offered x LF offered per bus per month) + Taxes).
- a) The amount as agreed to pay to the Corporation for each month shall be paid **in advance** on or before 10th day of the month to the concerned Regional Manager, APSRTC, through demand draft obtained in favour of Dy.CAO/AO, APSRTC, _____ Region payable at -----.
- b) The advertising contractor shall pay the contract amount 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.
- c) The contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.

Taxes / Levies:

15. The Contractor shall pay GST / imposts/ Levies to the Corporation (at the rate 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.

Signature of the tenderer

Penalty clause:

16. If the Advertising contractor is found displaying advertisements unauthorizedly or commits any breach of Terms and Conditions of the agreement, the Regional Manager can issue notice to the contractor to rectify the same within a specific period and if the contractor fails to do so, the Regional Manager can impose a penalty up to a maximum of Rs.1000/- (Rupees one thousand only) on each occasion, besides taking other action as deemed fit and proper.

Default in Payment:

17. In the event of delay in payment of monthly installment, the Advertising contractor 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 guaranteed deposit and the security deposit of the advertising contractor.
18. If the advertising contractor fails to pay the monthly license fee for three consecutive months, or fails to pay the monthly license fee within stipulated period thrice during the course of a 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:
- a) to order to stop display of advertisements.
 - b) to invoke the guaranteed deposit, and to adjust the amount towards due amounts payable to the Corporation.
 - c) to deface / remove advertisements displayed.
 - d) to terminate the contract

In case contract is terminated, corporation shall have the right to adjust the deposits (Security Deposit and Guaranteed deposit amount) towards all the dues payable to the Corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of deposit amount.

Conclusion of Agreement:

19. a)The contractor is responsible to remove/ deface advertisements from the buses after expiry of the period of display of such advertisement, during the subsisting period of agreement.
- b)No display of advertisement shall exist on any bus after completion of the contract period.
- c)In case contractor fails to remove / deface the advertisement after completion of contract period or within 7 days from the date of termination of the contract for what so ever reasons, the advertising contractor is liable to pay penalty at the rate of Rs.2000 per bus per month by concerned Regional Manager /Chief Traffic Manager.
- d) The advertising contractor shall reimburse the consequential expenditure involved in removing such advertisement material in case the Corporation removes the advertisements.

Signature of the tenderer

Termination of contract:

20. a) At any point of time during the subsistence of the contract, the contract can be terminated by Corporation by giving one month advance notice without assigning any reason. In such circumstances, the security deposit/ guaranteed deposit will be refunded after all the dues payable to the Corporation have been settled. Corporation shall not be liable to pay any damages that the Contractor may suffer on account of such termination.
- b) The contractor can withdraw from the contract by giving three months advance notice to Corporation on completion of minimum stipulated period of one year. The security deposit is liable for forfeiture in case the contractor withdraws from the contract without giving 3 months advance notice.
- c) In case of breach of terms and conditions of the contract, Corporation shall have right to terminate the contract with one week notice besides forfeiture of Security deposit and guaranteed deposit.

General Terms:

21. The Agent will not be permitted to display ads on the buses which are specifically excluded from display of any commercial advertisements by an order of Managing Director of the corporation during the subsisting period of contract.

The contractor shall ensure that all norms of decency and social ethics are practiced for displaying the advertisement content.

22. i) The advertising contractor shall have to obtain any certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for display of advertisements, at their own cost.
- ii) The advertising contractor shall comply with all the rules and procedures laid down in the local/within the territorial limits, in which the business is carried on and shall pay all Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements on buses and there shall be no dues payable to any authority.
- iii) The contractor shall pay Taxes/imposts/ Levy's to the corporation as per the rules and at the rate 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.
23. The contractor shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
24. The contractor shall be responsible to receive Ad-content, and take care of logistics for pasting the Ad on the APSRTC buses.
25. The advertising contractor shall bring all equipment's and materials just before fixing / displaying advertisements on buses, 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.

Signature of the tenderer

26. The advertising contractor shall fix the advertisement on buses only during the period when the buses are kept idle or when they are not under operation. He/she shall have no right to detain any bus/buses for the purpose of display of advertisements.

Corporation is not liable for the damages caused to the Ad., by whatsoever reason it might be. It is also the responsibility of the Contractor to remove unauthorized stickers/posters etc., if any pasted on buses.

27. The advertising contractor:

- a) shall not accept any advertisements for display beyond the date of expiry of the agreement;
- b) shall not resort to display of advertisements on buses beyond the space specified for display of advertisements.

28. Corporation reserves the right to appoint other contractor(s) for display of advertisements on any other portion of the bus inside / outside the buses, through any mode of advertisement, except on the portion specified and allotted to the Advt. Agent under the present contract.

29. The advertising contractor 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.

30. The advertising contractor shall submit the advertisement to the concerned Depot Manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.

The Depot Manager shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable and against the interests of the corporation or the general public or not worthy for display on buses.

No advertisement shall be displayed on buses without the prior approval of the Depot Manager concerned.

Even, where the advertisement is approved by the Depot Manager, the Regional Manager concerned and Chief Traffic Manager (C&P) at Corporate Office shall have the right either to reject the advertisement or to ask for modification, if in his opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public interest.

31. The advertising contractor 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.

Signature of the tenderer

32. The corporation authorities will allow the advertising agent or any person authorized by the advertising agent to enter into any Depot or premises to carry out their work based on the strength of identity cards issued by the Managing Director of the Agency.

The advertising contractor is liable for the damages caused to the buses in the course of display of advertisements on buses or in the course of removing the advertisements from the buses.

33. The advertising contractor shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements on buses.

34. The Corporation shall have right to transfer the bus/buses under operation of a Depot / Region / Zone on which advertisements are displayed to the Depots of same / any other Region / Zone as it may think fit and necessary and the advertising agent shall have no right to demand for operation of any such bus/buses within a particular Depot / Region / Zone during the period of Contract.

The advertising contractor shall have no right to demand operation of any bus/buses with advertisements on any particular route/routes, area, timings etc.

Distribution of Depots in the existing Regions of the corporation is subject to rationalization on the basis of geographical location, direction, route network, fleet strength and other administrative reasons. The agent cannot make any claim for deletion of depots / fleet if any owing to the above.

35. In case any bus/buses on which advertisements are displayed is/are not operated due to mechanical breakdown/ accident/ fire/ floods / natural calamities / strike/ agitations/bundhs either by internal or external factors or for any other reasons, for a particular period, or periods, the advertising agent shall have no right to claim any compensation or reimbursement of loss etc.

36. The contractor shall display Ads on buses duly removing / defacing the existing ads, if any.

The contractor shall display the expiry date of the advertisement on the buses on which advertisements are displayed.

The contractor is responsible to remove/ deface advertisements from the buses with PU paint with spray as per the color scheme stipulated by Corporation after expiry of the period of display of such advertisement, during the subsisting period of agreement.

Failure to remove / deface advertisement within week days after expiry of the period of display of advertisement will attract levy of penalty @ Rs.1000 per bus per month by concerned Regional Manager / Chief Traffic Manager (C&P).

No display of any advertisement shall exist on any bus after completion of the contract period.

In case the advertising agent fails to remove/deface the advertisements, after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the advertising agent is liable to pay penalty at the rate of Rs.1,000/- (Rupees one thousand only) per day per bus, for displaying advertisements unauthorisedly.

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 guaranteed deposit/adjust and/or adjust the security deposit towards the removal charges.

Signature of the tenderer

37. The advertising contractor is liable for the damages caused to the buses/premises of the corporation 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.
38. The advertising contractor shall arrange to paste Vinyl sticker with good quality material for pasting the ads on buses. If the vinyl sticker used for display of ads is peeled off/torn and leads to shabby appearance of the bus, the Regional Manager can impose a penalty of Rs.1000/- (Rupees one thousand only) for each in each occasion.
39. The advertising contractor shall ensure that the appearance of the bus shall be in good condition after removing the displayed ads. He shall arrange for the repainting of the bus if required. If he failed to do so the Regional Manager can impose a penalty of Rs.1000/- (Rupees one thousand only) for each bus in each occasion.
40. APSRTC reserves the right during the contract period to prescribe the material to be used for pasting / for removing the stickering which shall be adhered by the agent.
41. If the Advertising contractor is found displaying advertisements unauthorisedly or commits any breach of Terms and conditions of the agreement, the Regional Manager concerned can issue notice to the agent to rectify the same within a specific period and if the agent fails to do so, the Regional Manager can impose a penalty up to a maximum of Rs.1000/- (Rupees one thousand only) on each occasion, besides taking other action as deemed fit and proper.
42. The advertising contractor shall have to pay the contract amount as agreed to be paid to the Corporation, irrespective of display of advertisements on the buses.
43. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc, that the advertising agent may suffer on account of any advertisements displayed or not displayed on the buses or for any reason or for any other cause.

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

44. The advertising contractor 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., and submit the proof of compliance. The Agent/Agency 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 them.

The Advertising contractor shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by the Corporation.

45. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person or workmen engaged by the advertising agent in connection with display of advertisements on buses. The advertising agent is liable to bear all expenses and for payment of compensation in such cases.

The Advertising contractor shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by the Corporation.

Signature of the tenderer

46. The contract can be terminated by giving one month advance notice by Corporation.

In such circumstances, the deposits which may remain to the credit of the agent will be refunded after all the dues payable to the corporation have been settled out of the deposits made by the Agent (security deposit, guaranteed deposit etc.). Corporation shall not be liable to pay any damages that the agent may suffer on account of such termination.

However, the contractor is permitted to withdraw from contract by giving 3 months advance notice only on completion of minimum stipulated period of one year.

In case of breach of terms and conditions of the contract, corporation shall have right to terminate the contract with a week days advance notice.

47. The advertising contractor shall not appoint other firms / agencies / individuals as sub-Agents to carry out the business of display of advertisements.

48. 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.

49. The advertising contractor 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.

50. In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture of security deposit / guaranteed deposit.

51. The business shall be carried out only on the name/firm, as the case may be, that was specified and recorded in 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. 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/Agency has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the corporation at his/her/its cost.

53. 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.

54. If any dispute arises between the advertising contractor and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Hyderabad for the state of Andhra Pradesh and the State of Telangana will only have jurisdiction.

CHIEF TRAFFIC MANAGER (C & P)

Signature of the tenderer

To

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

Sir,

Sub :- **TENDERS** - Submission of Tender for appointment of Advertising Contractor for display of advertisements on buses Viz., Express, Teluguvelugu, Metro Express, Metro Deluxe (JNNURM buses), City Ordinary buses including Hire buses in _____ Region for a period of three years - Reg.

Ref: Tender Notification No:--/2018-Dy.CTM(C-I), DT.--.--.18

I/We hereby submit Tender for appointment as advertising contractor for display of advertisements on buses of different types of buses of APSRTC Viz., Express, Teluguvelugu, City Ordinary, Metro Express, Metro Deluxe including JNNURM & Hire buses in _____ Region, 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:

The details of number of buses (Type wise) available in each Region as on 01.05.18 and the ad space allowed are given below:

REG	RTC						Hire				Reg Total
	EXP	TVG	M/ DLX	M/ EXP	M/ EXP	City Ord	EXP	M/ EXP	TVG	City Ord	
NEC	106	368		13			113		144		744
VSP	40	133		199	59	270	16	56	45	103	921
EG	65	337				8	40		154		604
OGL	85	347					57		99		588
NLR	151	416					69		71		707
CTR	124	472	35	47		24	54		135		891

Type of bus	Approx.ad space (sft)	Details of ad space
City Ord	228	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass, (c) rear top body portion (above saloon glasses)
Metro Express	269	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass, (c) rear top body portion (above saloon glasses)
Metro Express (Jnnurm)	225	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass and (c) rear top body portion (above saloon glasses) and leaving space for JNNURM logo on body panels
Metro Deluxe	273	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass, (c) rear top body portion (above saloon glasses)
Metro Deluxe (Jnnurm)	184	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass, (c) rear panel and rear top body portion (above saloon glasses)
Teluguvelugu	257	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass, (c) rear top body portion (above saloon glasses)
Express	242	Entire bus body excluding (a) front wind screen glass, (b) rear saloon glass, (c) rear top body portion (above saloon glasses)

Note: the measurement of ad space is approximately. This may vary.

Tender application form

Affix latest passport size photo with self attestation

To

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

Sir,

Sub: Submission of Tender Application form for evaluation of the offer/quote submitted for appointment of Advertising Contractor for display of advertisements on buses of different types of APSRTC Viz., Express, Pallevelugu, Metro Express, Metro Deluxe, City Ordinary including JNNURM buses and Hire buses of _____ Region for a period of three years - Reg.

1) Name of the Tenderer :
(In capital letters)

2) Status (Individual/Partnership :
Firm/Company/Others) with
details and proof thereof

3) Address for correspondence :

Telephone No./ Mobile No. :

4) Permanent residential :
address

Telephone No. :

5) Email/Website address :

6) Tender document fee : Rs.2360/-
RTGS particulars
Receipts No: & Date. :
(Receipt shall be enclosed)

Earnest Money Deposit : Rs. 2,00,000/-
amount particulars

a. RTGS No. & Date :

b. Bank particulars :

- 7) Annual turnover in outdoor advertisement
Business in Lakhs :
- 8) Experience of the Tenderer in outdoor advertising field : _____ years
(if Experience is mentioned supporting document should be enclosed)
- 9) I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.
- 10) I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer as detailed below:

AMOUNT OFFERED PER BUS PER MONTH DURING FIRST YEAR	
<u>In figures</u>	<u>In Words</u>
Rs	

- 11) It is hereby to confirm that I/We are entitled to act on behalf of our Corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 12) I/we hereby agree to be appointed as advertising contractor for display of advertisements on buses of different types of buses of APSRTC Express, Teluguvelugu, Metro Deluxe, Metro Express (JNNURM buses), City Ordinary buses of _____ Region for a period of three years.
- 13) I/We have perused the terms and conditions of the tender for appointment of advertising contractor for _____Region and hereby agree to abide by the said conditions.
- 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

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 display of ads on TVG, EXP, City Ord, Metro Exp, Metro Dlx (including JnNURM) including Hire buses in _____ Region.

Following person is here by authorized for submission of e-tenders invited vide notification No. **C1/ 9(5) / 2018 - DY.CTM (C-I)**, for display of ads on TVG, EXP, City Ord, Metro Exp, Metro Dlx (including JnNURM) buses including Hire in _____ Region 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.