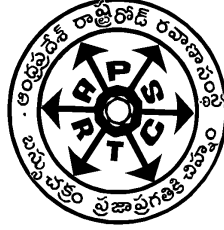


TENDER NOTIFICATION NO:C1/9(12)/2018 - DY.CTM(C-I)
ADV:- 07/2018.
E-TENDER ID:- 252711



ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR APPOINTMENT OF CONTRACTORS
FOR DISPLAY OF TV CHANNELS/ENTERTAINMENT
PROGRAMMES WITH ADVERTISEMENT RIGHTS THROUGH
ELECTRONIC DIGITAL BIG SCREENS IN SPECIFIED BUS
STATIONS FOR A PERIOD OF 5 YEARS.**

O/o THE CHIEF MANAGER (COMM) ,
RTC House, PNBS,
Vijayawada.

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.

e - TENDER DETAILS

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE VC & MD, C M (COMM) WING, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	Adv: 07/2018. E-tender ID: 252711
4.	Tender Subject	Appointment of Advertising contractor for display of ads by installing electronic digital screen in specified bus stations.
5.	Period Of Contract	Five years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 5,00,000/- (Five lakh) to APSRTC account Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA. Rs. 100/- to APTS e-portal
9	Tender document Process Fee	Rs 2360/- (Two Thousand three hundred sixty only)
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.	09.01.2019 at 11.00am
12	Tender document downloading End date.	03.02.2019 at 05.00pm
13.	Bids Submission Closing Date	04.02.2019 at 02.00pm
14	PQ Stage Evolution Date	04.02.2019 at 02.30 pm
15	Price Bid Evaluation Date	05.02.2019 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, dyctmcomm@gmail.com
20.	Contact Details	9959222746, 9100940728
21.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at http://tender.apecurement.gov.in as per 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 of the receipts of payment of EMD and application fee in the e-procurement web site. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes levis etc) in the prescribed column of e-portal and shall not fill taxes/ levis column of e-portal.</p> <p>1. Digital Certificate Authentication:</p> <p>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p> <p>http://tender.apecurement.gov.in/</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/>

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. GST of 18% + Bank Charges on the transaction amount payable to M/s APTS (Andhra Pradesh State Technological Services) shall be applicable.

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 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.

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.
22.	General Terms & Conditions	As per Tender Document
23	Documents to be uploaded	PQ Stage: GST Certificate, Signed copy with seal of tender document, EMD Payment receipt of Rs. 5 lks, EMD payment receipt of Rs. 100/- to APTS -e-portal, Tender processing fee Rs.2360/- payment receipt, PAN Card, Registration certificate.
24	Submission of Physical Documents	Successful Bidders shall submit the hard copies of the documents uploaded in e-portal at the time of opening the tenders.
25.	Security Deposit	6 months license fee payable during 5 th year shall be paid towards security deposit.
26.	Guaranteed Deposit	6 months license fee payable during 1 st year of contract shall be paid towards Guaranteed deposit.
27.	License fee enhancement	10% Every year.

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 M/s Vupadhi Technologies Limited over phone or in person or their helpdesk at:

e-Procurement Help Desk

Vupadhi Techno Services Pvt. Ltd.

Vijayawada Office Address :

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**

Registered Office Address :

1st Floor, Ramky Grandiose,

Sy. No: 136/2 & 4, Gachibowli,

Hyderabad - 500032.

**DETAILS OF TENDER NOTICE NO: Adv: - 00/2018.
(C1/9(12)/2018 - C M (COMM))**

- a) The tender is for appointment of Bus Station wise Advertising Contractors for display of TV Channels/ Entertainment programs / Movies with advertisement rights through ELECTRONIC DIGITAL BIG SCREENS to be installed by contractor with size 6 Mt (length) x 2 Mt (height) in Major Bus stations and of size 4 Mt (length) x 2 Mt (height) in A, B & C Class Bus stations (within built up area) of Corporation for a period of 5 years. The list of bus stations and number of screens allowed in each bus station is enclosed at annexure - I. Specification of display of entertainment programs and for ad space are furnished at annexure- II. The size of the digital systems is subject for change as decided by the Regional Manager in view of the availability of the space.
- b) Details of bus stations allowed for installing Electronic Digital Screens are mentioned at Annexure-I.
- c) Tender documents can also be down loaded from the web site http://www.apsrtc.gov.in/T_Advertisements.aspx.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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. The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender.
3. 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.
4. Tenders must be submitted online through e-procurement platform <http://tender.apecurement.gov.in/>
5. 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.
6. 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.
7. **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

8. 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. By paying the requisite EMD, tenderer can quote any number of bus stations.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
10. 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.

Forfeiture of EMD

11. 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 paid 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 a 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/ Agency who attracts clause 7above.
- II. When the successful tenderer fails to pay the Security deposit / Guaranteed Deposit for the contract which is allotted to him during tenders within 30 days from the date of issue of allotment letter for the contract.
- III. When the successful tenderer backs out from taking up the contract, without carrying the business for the stipulated period, for whatsoever reason.
- IV. 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.
- V. If the rates quoted in the tender application form and in e-portal are different, then the application is treated as invalid and the tenderer will be disqualified and the EMD will be forfeited
- VI. If the bidder is previously participated in the any of the tenders invited by Corporation and not honored / not entered into agreement after issue of the allotment orders issued by Corporation.

Submission of Tender:

12. 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.
13. 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.

Signature of the tenderer.

14. 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.
15. Tenderer shall upload/ attach the scanned copies of experience certificates in the relevant field along with the tender form in the eportal.
16. The successful bidder shall submit documentary evidence such as annual turnover, Aadhar card, PAN card, experience in the relevant field etc at the time of entering into agreement beside uploading while tender submission through e-portal.
17. 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.
18. The tenderer shall quote the lumpsum amount to be paid to corporation per annum for each bus station. The quoted amount in the tenders is considered as base price payable by the contract for the first year of the contract excluding taxes, levis etc. Tenders will be evaluated on the amount quoted on the base price column only.
19. The license fee during the first year of contract period is the amount agreed to be paid to the Corporation towards license fee (excluding taxes and levis etc.) in tender application form and the amount quoted in e-portal. There shall not be any ambiguity in the rate quoted in the tender application form and the rate quoted in the e-portal. If the rates quoted in the tender application form and in e-portal are different, then the application is treated as invalid and the tenderer will be disqualified and the EMD will be forfeited.
20. The amount quoted in the tenders is considered as the license fee for the first year. The license fee shall be enhanced by 10% over the previous year from 2nd year onwards. The amount offered above will be the net amount payable to APSRTC.

Opening and Evaluation:

21. 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.
22. 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.
23. The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes levis etc) in the prescribed column of e-portal and shall not fill taxes/ levis column of e-portal.
24. The Bids will be evaluated by e-portal basing on the highest base price ie., Licence fee offered for the first year of contract and tender will be awarded to the tenderer whose offer is the highest, after negotiations and recommendations made by Tender Committee constituted for this purpose.

Signature of the tenderer.

25. If two tenderers offer the same amount, the decision of the committee in awarding the contract is final.

Tender Evaluation Committee

26. e-portal will generate highest bidders list based on the quoted amount in base price column and the Tender Evaluation Committee constituted by the APSRTC shall verify (ignoring the amounts quoted towards taxes, levis etc.) and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
27. 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:

28. 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.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.

Allotment of contract

21. 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 duly paying requisite Security Deposit and Guarantee Deposit at Corporate office to Chief Manager (Comm). The agreement period starts from 31st day of issued 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 or its Officers, employees - successor - assignee 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 TV/ENTERTAINMENT PROGRAMMES with Advertisement rights through Electronic Digital Big screens in the covered premises of notified bus stations duly installing the Screens at the contractor's own cost and to display TV/ENTERTAINMENT PROGRAMMES with Advertisement rights for a period of five years. In case of PNBS/VJA, the contractor is allowed to display entertainment programs with ad rights through already installed electronic digital screens.
2. The details of the Bus stations offered for installing electronic digital screens with ad rights is enclosed at **Annexure-I**
(The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender & know the potentiality of Bus Station. The Tenderers may inspect PNBS:VJA & OGL to have idea on the Electronic Digital big screens to be installed).

Permitted:

3. The contractor is allowed to erect/install electronic digital screens only in the locations of the bus station (within built up area) specified by RM/ Authority concerned.
4. Electronic digital big screens, necessary software & hard ware and other material shall be procured by the contractor only. The size of each electronic digital big screen should be as per the specification mentioned ie., 6 Mt (length) x 2 Mt (Height) in Major bus stations and 4 Mt (length) x 2 Mt (Height) in A, B & C - Class bus stations. However the actual size may be fixed by the concerned Regional Manager based on the location and the availability of space in the bus station.
5. The contractor shall display entertainment programs like movies / TVs programs /Sports/ songs etc., through electronic digital screens as mentioned in the sketch mentioned in Annexure - II .

Not Permitted :

- a. The successful tenderer is not permitted to utilize space other than the covered area of the Bus stations for display of advertisements
- b. The successful tenderer is not permitted to utilize any space other than the earmarked location in the bus station.

Contract period:

7. The contract period is for 5 years.

Signature of the tenderer.

Minimum Period of Business.

8. The Advertising Contractor shall carry out the business of display of advertisements through the media allotted to him in the covered area of Bus stations for a minimum period of one year from the date of commencement of the contract.
9. 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.
10. 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 security deposit and Guaranteed deposit paid by the Contractor towards the dues payable by the licensee and to refund the balance deposits, if any. In the event of any further short fall even after adjustment of security deposits and Guaranteed deposit, the Contractor shall make good the short fall within the prescribed time.

Security Deposit:

11. The successful tenderer shall have to pay security deposit i.e., amount equivalent to six months license fee during 5th year of the contract within 30 days from the date of issue of allotment letter for the contract.

The Security deposit shall be paid to the Chief Manager (Comm), A.P.S.R.T.C., RTC House., through a Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in Andhra Pradesh in favour of, A.P.S.R.T.C., Vijayawada, payable at Vijayawada.

12. 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.
13. The security deposit will not be adjusted towards monthly installments payable by the advertising Contractor.
14. 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.

Guaranteed Deposit:

15. The successful tenderer shall have to submit guaranteed deposit for an amount equivalent to six months license fee of 1st year contract within 30 days from the date of issue of allotment letter of the contract through a Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in Andhra Pradesh in favour of, A.P.S.R.T.C., Vijayawada, payable at Vijayawada. The guaranteed deposit shall be furnished in addition to security deposit. The guaranteed deposit will be returned after completion of 9 months period.

Signature of the tenderer.

16. The corporation shall have the right to adjust the guaranteed deposit amount at any time towards the due amounts payable as per the terms of the agreement, to the corporation.

Agreement:

17. The successful tenderer shall enter into an agreement with the concerned Regional Manager, APSRTC duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
18. 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.
19. Failure to enter into agreement within the stipulated period shall render cancellation of allotment of contract and security deposit and guaranteed deposit paid shall be liable for forfeiture.

Payment of license fee:

20. LICENCE FEE: The license fee payable by the advertising agent shall be paid as under:
The Advertising Agent shall have to pay the license fee every month duly dividing the agreed amount / annum to be paid to the corporation into 12 equal parts, irrespective of display of advertisements in each Bus station.
21. License fee holiday for a maximum period of one month from the date of contract period (on the request of the licensee only) will be given from the date of commencement of contract for procurement & installation of electronic digital screen & for obtaining permissions from the concerned Authorities for erection of electronic digital big screen. The Agent shall pay license fee from 2nd month onwards or from the date of commencement of business whichever is earlier.
22. No license fee holiday will be given to the advertising agent appointed for PNBS/VJA, as the screens at PNBS/VJA are already installed and in working condition.
23. The advertising agent shall pay monthly license fee amount in advance i.e., 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 -----
24. 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.
25. The Contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.

Signature of the tenderer.

26. The Contractor shall pay Taxes/ Levis/ GST to the corporation as per the rules in force 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.

Electricity Charges:

27. Corporation will arrange for supply of Electricity to the Contractor for display of advertisements in Bus stations. But the internal fittings and electrical sub - meter etc. shall be arranged by the Contractor at their own cost. The Contractor shall pay the electricity charges to the concerned unit officer as per the rates fixed by the corporation from time to time on or before 10th day of every month. Delay in payment of electricity charges will attract penalty interest @ 36% per annum.

28. **Penalty Clause :**

If the Advertising Contractor is found displaying advertisements unauthorizedly in any 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. If penalties are imposed morethan 3 times in a calendar year, the contract is liable for termination.

Default in Payment:

29. In the event of delay in payment of monthly license fee, the Advertising Contractor is liable to pay interest for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the monthly license fee amount. This clause shall not prevent the corporation from forfeiting the security deposit and Guaranteed deposit of the advertising Contractor.
30. If the advertising Contractor 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 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. Interrupt the power supply.
 - c. To adjust the deposit amounts ie., Security Deposit and guaranteed deposit towards the due amount payable to the corporation.
 - d. To terminate the contract.
31. In case the 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.

Signature of the tenderer.

Conclusion of Agreement :

32. The Contractor is responsible to remove all equipment's from the Bus stations after expiry of the period of contract.
33. No advertisement should be displayed or no equipment shall exist in any Bus station after completion of the contract period.
34. In case the Advertising Contractor fails to remove the equipment 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.
35. The advertising Contractor shall reimburse the consequential expenditure involved in removing such equipment material in case the corporation removes the digital screens/wiring etc. The corporation shall also have the right to adjust the deposits made by the Contractor towards the removal charges.

Termination of Contract

36. 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 (Security Deposit & Guaranteed deposit) 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.
37. 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 is liable for forfeiture in case the contractor withdraws from the contract without giving three months' notice to the Corporation.
38. The Contractor is permitted to exercise this option only on completion of minimum stipulated period of one year. However the Corporation reserves the right to terminate the contact any time during the contract period by giving one month advance notice to the advertising Contractor.
39. In case of breach of terms and conditions of the contract, corporation shall have the right to terminate the contract with one month notice in such case the security deposit and guarantee deposit is liable for forfeiture.

Signature of the tenderer.

General Terms:

40. Corporation reserves right to appoint other contractors on non-exclusive basis to display advertisements through LED TVs/ boards / beams/ CCTVs etc in the premises of all bus stations of the corporation and the contractor appointed shall not raise any objection nor shall claim any revenue thereof.
41. The advertising Contractor shall comply with all the laws, rules and procedures laid down in the local/ within the territorial limits, in which the business is carried out and he/she shall pay all the Taxes, fees, or other sums payable to the local authorities for the purpose of carrying out the business of display of advertisements through Electronic Digital big screens in the bus stations and there shall be no dues payable to any authority.
42. The advertising Contractor shall have to obtain permission or license as may be necessary or required from the concerned authorities of Central Government/State Government /Local Body for display of advertisements through Electronic Digital big screens.
The Contractor shall in no manner evade any statutory liabilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
43. The Advertising Contractor shall not undertake any advertisements/ movies/ entertainment programs etc for display, which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public, political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements / movies/ entertainment programs etc from display and the advertising Contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.

The Advertising Contractor shall not display advertisements concerning tobacco, tobacco products, liquor, alcoholic products - narcotics, obscene material or any other product prohibited by Law/ under any orders issued by the Government of Andhra Pradesh/Government of India/Corporation from time to time.

The Advertising Contractor shall not undertake any advertisements / movies/ entertainment programs etc for display beyond the date of expiry of the agreement.
44. The advertising Contractor shall install Electronic Digital big screens system only at such of the locations as approved and indicated by the Regional Manager of the respective Region and the same may be incorporated in the agreement indicating the locations and no. of Electronic Digital big screens installed in each bus station.
45. The advertising Contractor shall bring all equipment and materials required for display of advertisements through Electronic Digital big screens system, in the Bus stations at his own cost.

Signature of the tenderer.

46. The advertising Contractor shall have to obtain permission from the APTRANSCO authorities for all the required electricity connections. The Contractor shall arrange a separate electrical sub meter to record the consumption of electricity for display of Ads through Electronic Digital big screens and pay the charges as calculated by the corporation.
47. The Advertising Contractor shall submit the advertisement to the Regional Manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.
48. The Regional Manager shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable against the interests of the Corporation or the general public.

No advertisement shall be displayed without the prior written approval of the Regional Manager.

49. Even, when the advertisement is approved by the Regional Manager, the Corporation shall have the right either to reject the advertisement or to ask for modification, if in its opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public.
50. The Chief Manager (Comm) / Regional Manager / Dy. CTM(Comm)/ ATM(Comm)/ Depot Manager / Assistant Traffic Manager concerned shall have the right to scrutiny the advertisements displayed by the advertising Contractor 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
51. The advertising Contractor shall display advertisements through Electronic Digital big screens system at a moderate sound level. Audio system at a high pitch will not be allowed. He shall follow the instructions issued by the Corporation from time to time.
52. The advertising Contractor is liable for the damages caused to the Bus stations in the course of installation of Electronic Digital big screens system - during display of advertisements in the Bus stations or in the course of removing the equipment / machinery fixtures etc., from the Bus stations. The advertising Contractor shall have to repair the damage or remit the cost of damages as assessed by the Corporation, failing which, the cost of damage will be recovered from the security deposit.

Signature of the tenderer.

53. The advertising Contractor shall be responsible to remove the Electronic Digital big screens , other material from the Bus stations, after completion of contract period where the Electronic Digital Big Screens are installed by the contractor at his own cost. In case, the advertising Contractor fails to remove the same from any Bus station, after completion of contract period / termination of contract / premature closure of contract, the Regional Manger shall have the right to remove such equipment material and to dispose off the same in any manner as he feels fit and proper. The advertising Contractor shall reimburse the costs involved in removing such equipment/material.

The Corporation shall also have the right to adjust security deposit amount towards the removal charges, in case Corporation has removed such material.

54. The Corporation reserves the right to utilize 10% space media for display of advertisements relating to the activities of Corporation and the advertising Contractor shall not have any objection nor shall claim any advertisement revenue on that behalf.
55. The Corporation is not accountable for any loss or damage that the advertising Contractor may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.
56. The Advertising Contractor shall not appoint other firms/agencies/ individuals as sub- Contractors to carry out the business of display of advertisements through Electronic Digital big screens system in the Bus stations.
57. 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 through Electronic Digital big screens system.
58. The advertising Contractor shall have to pay the license fee as quoted in the Tender/as finalized by Tender Committee, irrespective of whether Ads are displayed or not through Electronic Digital big screens system.
59. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc., installed in the Bus stations by the Contractor.
60. The Contractor shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through Electronic Digital big screens system. The persons engaged by the advertising Contractor shall not have any right or claim whatsoever, for employment in APSRTC at a future date.

Signature of the tenderer.

61. 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., Minimum wages as prescribed by the Govt. of A.P and submit the proof of compliance. The Agent/Agency shall at all times indemnify the Corporation from all claims/ damages/ for compensation under the provisions contract labour (Regulation & Abolition) Act, 1970.
62. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person /Public / workmen engaged by the Contractor, in this connection during the course of carrying out his business. The Contractor is liable to bear all expenses and for payment of compensation in such cases.
63. APSRTC reserves right to order the contractor/ agency to remove or relocate Electronic Digital big screens installed in any bus station during subsistence period of agreement. In case of removal of the screens, the license fee will be reduced proportionately.
64. 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.
65. In case the advertisements are not displayed due to electricity breakdown/ bundhs/ war/ fire / agitations/ strikes or for any other internal or external factors, for a particular period or periods - the Corporation shall not be liable for any loss or damage caused to the Contractor and the contractor shall not request for remission/ waival off license fee for that particular period.
66. The advertising Contractor shall not employ, associate or include as business partner any person who was Contractor of the Corporation and defaulted in payment of contract amount.

In case, it comes to the notice of the Corporation that the Contractor has employed/associated/included such person in carrying out the business, the Corporation shall have the right to terminate the contract, if the Contractor does not respond to the notice given by the corporation to delete such persons.

67. The business shall be carried out only in 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.

Signature of the tenderer.

68. Open space in bus stations upto 150 sft as per request of the licensee shall be provided based on the availability, for the purpose of server room for operating electronic digital screens. The licensee has to pay license fee for the open space as decided by the Regional Manager.
69. Electronic Digital screens which were fitted by Corporation at PNBS/VJA will be handed over in good condition to the advertising contractor at the time of beginning of the contract. The contractor shall hand over the Screens/ fixtures fitted to the electronic digital screens at PNBS/VJA to Corporation in good condition. If any of the screen/ part of the screen/ related equipment is in damaged condition at the completion of contract, the cost decided by the Regional Manager concerned for the respective item shall be recovered from the security deposit of Ad agent at the time of settlement of security deposit.
70. The Advertising Contractor is liable for the damages caused to the electronic digital screens (incase of PNBS/VJA which was installed by APSRTC) or any Property in bus stations in the Course during display of advertisements in the bus stations or in the course of fixing / removing the equipment / fixtures etc. from the Bus Station.
71. The contractor for display of ads through already installed electronic digital screens at PNBS/VJA shall make arrangement for repairs during the contract period in coordination with Dy.CTM/PNBS or ATM/PNBS only and the cost for such repairs shall be borne by the advertising agent only.
72. The Managing Director of APSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition / conditions during the subsistence period of contract. 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.
73. 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.
74. 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 TRAFFIC MANAGER (C&P)

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 bus station wise Advertising Agent for erection electronic digital screen with agents own cost at ___ Bus stations and display of ads at already installed screens at PNBS/VJA within the premises of covered (under roof) of notified Bus stations of corporation for a period of Five years – Reg.

Ref: **Tender Notification No: Adv-00/2018 C M (COMM),**

I/We hereby submit Tender for appointment of bus station wise Advertising Agent for erection electronic digital screen with agents own cost at ___ Bus stations and display of ads at already installed screens at PNBS/VJA within the premises of covered (under roof) of notified Bus stations of corporation 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.

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

Sir,

Sub:-Submission of Application form for installing electronic digital screens in the covered 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) Address for correspondence :

Telephone No.

- 4) Permanent residential :
address

Telephone No. :

- 5) Email/Website address :
- 6) Tender document fee :
 - a) Receipt No. & Date :
 - b) Amount in Rs. : 2360/-
 - c) Transaction Details :(Cheques & DDs will not be accepted)

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

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

9) I/we hereby agree to be appointed as advertising Contractor for display of advertisements in the electronic digital screens installed at my /our own cost at following bus stations and I/We hereby submit our offer to be payable to APSRTC excluding Taxes/ Levis as detailed below:

SI No	Region	Bus station	Amount offered / Annum (Rs in figures)	Amount offered / Annum (Rs. in Words)

10) 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.

11) I/we have carefully read and understood the terms and conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated.

In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)

along with seal/stamp

LETTER OF AUTHORISATION FOR ATTENDING TENDERS

Subject: Authorization for submission of e-tender and for negotiations with the tender committee in the e-tenders for installing electronic digital screen in _____ Bus station/ Bus stations.

Following person is here by authorized for submission of e-tenders invited vide notification No. Adv-00/2018 (C1/ 9(12) / 2018 - CTM (C&P)) for installing electronic digital screen with ad rights 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
---------------------	------	--------------------

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

List of bus stations offered for display of ads through Electronic Digital screens and No. of Screens to be installed in each bus station by the agent at his own cost.

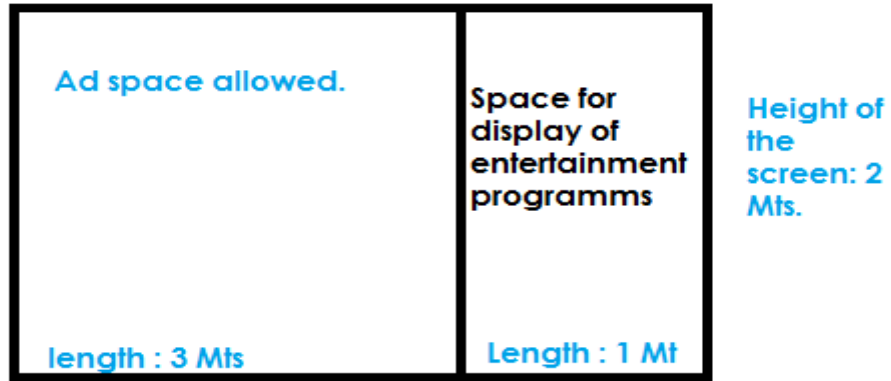
No	Reg	Name of Bus station	Classification	No. of screens allowed
1	NEC	Chepurupalli	B	1
2	NEC	Narasannapeta	C	1
3	NEC	Palasa	B	1
4	NEC	Salluru	B	1
5	VSP	Visakhapatnam	Maj	1
6	EG	Samarlakota	C	1
7	WG	Eluru New	A	2
8	WG	Jangareddy Gudem	B	1
9	WG	Kovvur	B	1
10	KRI	Hanuman Junction	C	1
11	KRI	Nandigamma	C	1
12	KRI	Nuziveedu	B	1
13	GNT	Bapatla	B	1
14	GNT	Departure Block/ NTR Bus Stn, Guntur	Maj	4
15	GNT	Macherla	B	1
16	GNT	Mangalagiri	B	1
17	GNT	Palnadu Bus Stn(New Block) Guntur	Maj	1
18	GNT	Piduguralla	B	1
19	GNT	Repalle	B	1
20	GNT	Sathennapalle	B	1
21	GNT	Vinukonda	B	1
22	PKSM	Pamuru	C	1
23	NLR	Atmakur (N)	B	1
24	NLR	Podalakur	C	1
25	NLR	PSR Bus stn / NLR	A	2
26	NLR	Udayagiri	C	1
27	KDP	Jammalamadugu	B	1
28	KDP	Rayachoti	B	1
29	KRNL	Adoni	B	1
30	KRNL	Dhone	B	1

Bus station at which Electronic digital screens were installed by APSRTC

Reg	Name of Bus station	Classification	No. of screens allowed
KRI	Departure Block/ PNBS	Maj	4(Already installed by APSRTC)

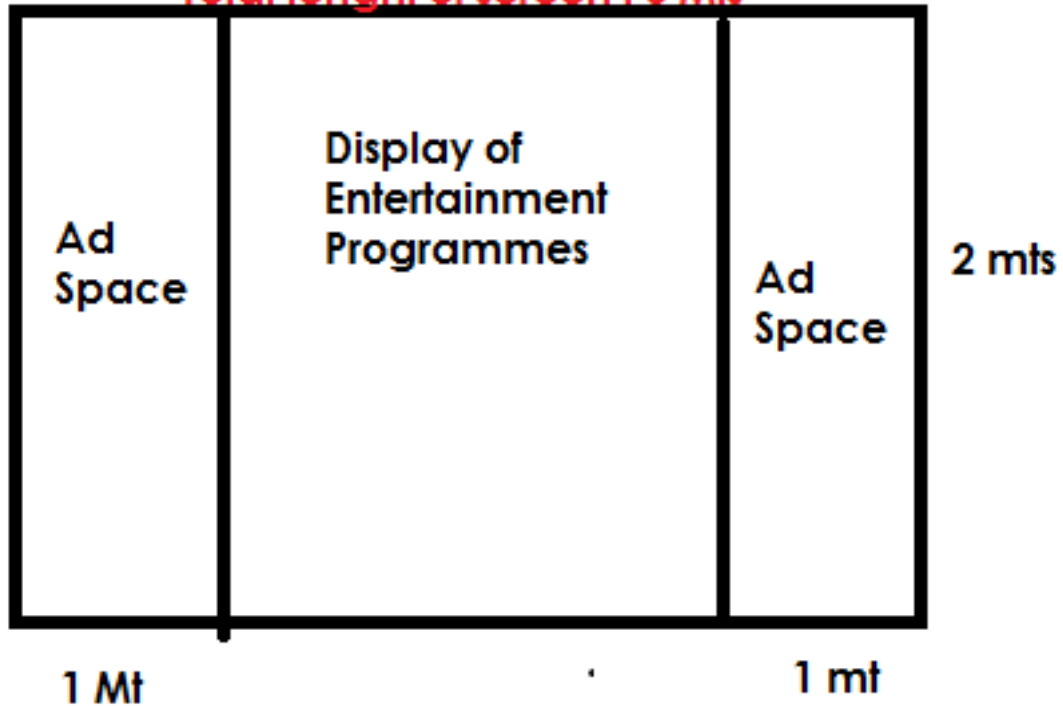
Specification of size of screen in A Class bus stations

Total Length of the screen : 4 Mts



Specification of size of screen in A- Class bus stations

Total length of screen : 6 Mts



Specification of size of screen in Major bus stations