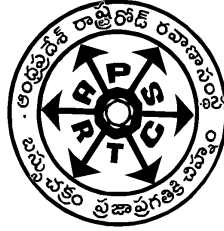


TENDER NOTIFICATION NO: - ADV-07/2018
(C1/9(24)/2018-DY.CTM(C-I))
E-TENDER ID: 251930



ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR APPOINTMENT OF
ADVERTISING CONTRACTORS FOR DISPLAY OF ADS
THROUGH CCTV SYSTEM IN THE BUS STATIONS OF
NELLORE REGION**

**O/o THE CHIEF MANAGER(Comm),
RTC HOUSE,
PNBS, VIJAYAWADA-500624**

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

DISCLAIMER

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

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

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

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

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

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

Signature of the tenderer.

e - TENDER DETAILS

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE VC & MD, CM(Comm) WING, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	Adv: 7/2018., e-tender ID:. 251930
4.	Tender Subject	Appointment of Advertising contractor for display of ads through CCTVs in specified bus stations of Nellore Region.
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 5,00,000/- (five lakh). Bidders should make payment to APSRTC through online / RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA. In addition tenderer has to pay an amount of 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 online / 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.	30.01.2019 at 05.00pm
13.	Bids Submission Closing Date	31.01.2019 at 02.00pm

14	PQ Stage Evolution Date	31.01.2019 at 02.30 pm
15	Price Bid Evaluation Date	01.02.2019 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-</p>

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/>

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.

		<p>5. Bid Submission Acknowledgement:</p> <p>The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS (Andhra Pradesh State Technological Services) are not responsible for incomplete bid submission by users.</p>
22.	General Terms & Conditions	As per Tender Document
23	Documents to be uploaded	<p><u>PQ Stage:</u></p> <p>1. Application fee of Rs. 2360/- receipt, 2. Experience certificate, 3. Tender form duly signed in all pages. 4. EMD of Rs. 5 lks payment to APSRTC account receipt, 5. EMD amount of Rs. 100/- payment to APTS e-portal. 6. GST Certificate. 7. Firm PAN Card. 8 Firm registration certificate.</p>

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**

For any eProcurement Application Service Requests and Technical issues related to Document Uploads, Tender Publishing, Issue of Corrigendum, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation , Bid Submission, system users may please mail to eprocsupport@vupadhi.com.

DETAILS OF e- Tender Notification No.Adv -07/2018

1. The tender is for appointment of Advertising Agent for installing CCTVs with ad rights in covered premises of specified bus stations of Nellore Region for a period of 3 years.
2. Tenders are invited from reputed agencies in single bid system through e-tenders.
3. Details of Region wise bus stations in Nellore Region allowed for installing CCTVs are mentioned at Annexure-I
4. Tender documents can also be downloaded from the web site http://www.apsrtc.gov.in/T_Advertisements.aspx.
5. Tender document process fee of Rs. 2360/- shall be paid through RTGS to APSRTC APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name :** FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA.and the receipt of payment of processing fee shall be attached / uploaded at the time of bid submission through online.
6. Earnest Money Deposit of **Rs. 5 Lakh** shall be paid to APSRTC through RTGS to APSRTC APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name :** FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA.and the receipt of payment of processing fee shall be attached / uploaded at the time of bid submission through online.
7. In addition to Rs. 5 lks bidder has to pay an amount of Rs.100/- to APTS – eportal toward EMD and upload the concerned receipts during bid submission in e-portal.
8. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
9. APSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

CHIEF MANAGER (COMM)

Signature of the tenderer.

TERMS AND CONDITIONS OF THE TENDER

General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Commercial Department/APSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. 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/- (five 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.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.

Signature of the tenderer.

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.

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 when the EMD paid is less than what is stipulated in the tender.
 - (b) When the EMD is paid, 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 a business other than that one notified in the tender Notification.
 - (g) When the tender form is submitted on behalf of minor, without accompanied by the necessary proof of guardianship.
 - (h) When the Tender form is submitted by the person/ Agency who attracts clause 6 above.
 - II. When the successful tenderer fails to pay the Security deposit or guaranteed deposit 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, 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

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 if any in the relevant field along with the tender form in the eportal.
16. The successful bidder shall submit documentary evidence such as 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 duly forfeiting EMD .
18. The tenderer shall quote the lumpsum amount to be paid to corporation per annum for installation of CCTVs with ad rights in notified bus stations at annexure -I. The tenderer shall not quote taxes, levis etc in e-portal except the base price to be paid to Corporation.
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. During 2nd year the contract amount will be enhanced by 10% over first year license fee and during 3rd year the contract amount will be enhanced by 10% on the 2nd year license fee.

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

Signature of the tenderer.

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.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.

Allotment of contract

29. 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 or Guaranteed deposit at Corporate office to Chief Manager (C&P).

Termination of tender process

30. 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.

Signature of the tenderer.

GENERAL CONDITIONS OF THE CONTRACT

Nature of Business:

1. The Contract is for display of advertisements through CCTV system in the covered premises of Bus stations in Nellore Region notified 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).

Period of contract:

2. The period of contract is for 3 years.
3. Permitted: The successful tenderer will be allowed to install CCTV system in the covered premises of notified bus stations only.

Not permitted:

4. The successful tenderer is not permitted to install TVs other than in the space allotted by concerned Regional Manager/ Dy.Chief Traffic Manager/ATM in the covered area of the Bus stations.
5. The successful tenderer will not be allowed to display ads through any media other than CCTVs.

MINIMUM PERIOD OF BUSINESS:

6. The Advertising Contractor shall carryout the business for a minimum period of one year from the date of commencement of the contract.
7. In the event of the Advertising Contractor seeking premature termination of contract within the stipulated one year period, the Advertising Contractor is liable to pay the monthly license fee for the left over period of one year.

If the Contractor clears the balance contract amount for the left over minimum stipulated period of one year, the security deposit will be refunded.

8. 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 paid by the Contractor towards the dues payable by the Contractor and also invoke the guaranteed deposit towards due amounts. The balance amount, if any will be refunded to the Contractor.

SECURITY DEPOSIT:

9. The successful tenderer has to pay an amount equivalent to six months highest license fee (license fee during 3rd year of contract) towards Security Deposit of 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, PNBS, Vijayawada., through Demand Draft obtained from any Nationalized Bank/Scheduled Bank other than Co - operative Bank located in Andhra Pradesh in favour of Finacial Advisor, A.P.S.R.T.C., Vijayawada, payable at VIJAYAWADA.

Signature of the tenderer.

10. 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.
11. The security deposit will not be adjusted towards monthly License fee payable by the advertising Contractor, during the period of contract.

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, in favor of corporation.

Guaranteed Deposit:

- 13) The successful tenderer shall have to submit guaranteed deposit for an amount equivalent to six months license fee of 1st year contract amount within 30 days from the date of issue of allotment letter of the contract through Demand Draft obtained from any Nationalized Bank/Scheduled Bank other than Co - operative Bank located in Andhra Pradesh in favour of Finacial Advisor, 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.**

The corporation shall have the right to invoke the guaranteed deposit at any time and to adjust the realized amount 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:

- 14) 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.
- 15) Failure to pay security deposit, failure to guaranteed deposit and failure to enter into agreement within the stipulated period shall render cancellation of allotment of contract, the EMD / security deposit and guaranteed deposit paid shall be liable for forfeiture.

Payment of contract amount:

16. The contract amount payable by the advertising Contractor shall be paid as under:
 - a) The amount payable for each year shall be divided into 12 equal monthly parts and the advertising Contractor shall pay each monthly license fee amount **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.

Signature of the tenderer.

- c) The Contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.
- d) In the event of delay in payment of monthly license fee 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 monthly license fee amount. This clause shall not prevent the corporation from adjusting guaranteed deposit and forfeiting the security deposit of the advertising Contractor.

Electricity Charges:

- 17. Corporation will arrange supply of Electricity to the Contractor in case of any need 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 @ 36% per annum for each day of delay.

Penalty Clause :

- 18. If the Advertising Contractor is found displaying advertisements unauthorizedly in Bus stations or commits any breach of Terms and conditions of the agreement, a penalty up to a maximum of Rs.1000/- on each occasion will be imposed , besides taking other action as he thinks fit and proper.

Default in Payment:

- 19. 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 adjust the guaranteed deposit amount towards due amounts payable to the Corporation
 - c) to adjust the security deposit towards license fee dues
 - 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.
- 20. The Contractor shall pay GST/ Levies to the corporation at the rate as fixed by the Government from time to time, on the contract amount payable to the corporation and also on the penal interest, penalties etc levied by Coporation, in addition to payment of contract amount as agreed to be paid to the Corporation.

Signature of the tenderer.

21. The successful tenderer shall display advertisements through CCTV System in notified bus stations located in _____ Region (as mentioned in Annexure-I) as on the date of commencement of contract except the following:
 - a. Such of those bus stations that would be commissioned after the date of commencement of contract.
 - b. Bus Stations which are specifically excluded by an order of Managing Director of Corporation.

Conclusion of Agreement :

22. The Contractor is responsible to remove the CCTVs from the Bus stations after expiry of the contract period for display of advertisement through CCTVs.

The contractor shall not resort for display of advertisement in any Bus station after completion of the contract period.

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

The advertising Contractor shall reimburse the consequential expenditure involved in removing CCTVs and related material in case the corporation removes the same. The corporation shall also have the right to adjust the deposits made by the Contractor towards the removal charges.

Termination of Contract

23. 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 a case Security Deposit is returnable, after adjusting dues. 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. Corporation shall not be liable to pay any damages that the Contractor may suffer on account of such termination.
24. 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.

However, the Contractor is permitted to exercise this option only on completion of minimum stipulated period of one year.
25. In case of breach of terms and conditions of the contract, corporation shall have the right to terminate the contract with a one month advance notice. In such case the security deposit and guaranteed deposit is liable for forfeiture.

Signature of the tenderer.

General Terms:

26. The advertising Contractor shall submit proposals for erecting CCTV system in the Bus stations with the following details:
 - a) Number of CCTVs proposed to be fixed
 - b) Places/Point where CCTVs are proposed to be installed
 - c) Load of Electricity required
 - d) Number of Electricity points required
 - e) Rough sketch indicating the proposed installation of CCTV system
27. The Regional Manager shall have the right to reject or modify the proposal submitted by the advertising Contractor or may reduce the number of TVs in the bus station proposed by the Contractor.
28. The advertising Contractor shall install CCTV 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 CCTVs installed in each bus station.
29. The advertising Contractor shall bring all equipment and materials required for display of advertisements through CCTV system, in the Bus stations at his own cost.
30. The advertising Contractor shall install the CCTV system in the Bus stations, at his own cost, including electric wiring, equipment, TVs - VCPs - VCDs etc.
31. Corporation shall have the right to operate any Bus station or not to operate any bus station depending upon its exigencies. The Corporation at its discretion shall have the right to make use of the bus station for any other purpose - other than for the use of passengers/buses. The advertising Contractor shall not have any right or objection in making use of the bus station/bus station building/premises of the Corporation for other purposes.
32. 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 on the business of display of advertisements through CCTV system in the bus stations and there shall be no dues payable to any authority.
33. The advertising Contractor shall have to obtain 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 through CCTV system.

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.

Signature of the tenderer.

34. 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, political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements 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 for display beyond the date of expiry of the agreement.

35. Corporation reserves the right to appoint another Contractor to display advertisements through any media ie., LCD/LED system, hoardings, electronic display systems etc in the premises of all the Bus stations of the Region and the Contractor appointed for display of advertisements through CCTV system in bus stations shall not raise any objection nor shall claim any revenue thereof.
36. The advertising Contractor shall have to obtain permission from the AP TRANSCO authorities for all the required electricity connections. The Contractor shall arrange a separate energy meter to record the consumption of electricity for display of Ads through CCTV and pay the charges as calculated by the corporation.
37. 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.
38. 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 or not worthy for display.

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

39. 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.
40. The advertising Contractor shall display advertisements through CCTV 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.
41. The advertising Contractor shall display advertisements through CCTV system, in the Bus stations only during the period (in day or night) as fixed by the Regional Manager from time to time.

Signature of the tenderer

42. The advertising Contractor is liable for the damages caused to the Bus stations in the course of installation of CCTV 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 or by adjusting the guaranteed deposit.
43. The Corporation reserves the right to utilize 10% time of CCTV media for display of any information of its choice and the advertising Contractor shall not have any objection nor shall claim any advertisement revenue on that behalf. The advertising Contractor shall display arrival and departure timings of buses on the CCTV System for information of travelling public; free of cost. The required recorded CD/DVD/Pen drive will be supplied by the corporation.
44. 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.
45. The Advertising Contractor shall not appoint other firms/agencies/ individuals as sub-Contractors to carry out the business of display of advertisements through CCTV system in the Bus stations.
46. 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 CCTV system.
47. The advertising Contractor shall have to pay the contract amount as quoted in the Tender/as finalized by Tender Committee, irrespective of display of advertisements through CCTV system.
48. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc., installed in the Bus stations by the advertising Contractor.
49. The advertising Contractor shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through CCTV system. The persons engaged by the advertising Contractor shall not have any right or claim whatsoever, for employment in APSRTC at a future date.
50. 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 all claims, damages for compensation under the provisions contract labour (Regulation & Abolition) Act, 1970.

Signature of the tenderer.

51. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person / workmen engaged by the Advertising Contractor in connection with display of advertisements through CCTV system or in case of death or injury caused to any person/ public during the course of carrying out his business. The Advertising Contractor is liable to bear all expenses and for payment of compensation in such cases.
52. APSRTC reserves right to order the contractor/ agency to remove CCTVs installed in any bus station during subsistence period of agreement.
53. 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.
54. 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 advertising Contractor.
55. The advertising Contractor shall not employ, associate or include as business partner any person who was advertising Contractor of the Corporation and defaulted in payment of contract amount.

In case, it comes to the notice of the Corporation that the advertising 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.

56. The business shall be carried out only on the name/firm, as the case may be, that was specified on the Tender form, while submitting the tender. During the course of contract, the Agent/Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
57. 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.
58. 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.

Signature of the tenderer.

59. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract with one month notice besides forfeiture of deposits.
60. 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.
61. 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.

Signature of the tenderer.

CHIEF MANAGER (Comm)

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

Sir,

Sub:-**TENDERS** - Submission of Tender for appointment of Advertising Contractor for display of advertisements through CCTV system in the Bus stations (within built up area) of _____ Region for a period of three years - Reg.

Ref: Tender Notification No: Adv 02/2018

I/We hereby submit Tender for appointment as Advertising Contractor for display of advertisements through CCTV system in the Bus stations (within built up area) of _____ Region for a period of three 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:

List of bus stations in Nellore Region

S.NO	Region	DEPOT	BUS STATION	Class
1	NLR	Nellore-1	Nellore Main B/S	A
2	NLR	Nellore-2	PSR B/S	A
3	NLR	Atmakur	Atmakur	B
4	NLR	Gudur	Gudur	B
5	NLR	Gudur	Naidupet	B
6	NLR	Kavali	Kavali	B
7	NLR	Rapur	Rapur	B
8	NLR	Sullurpet	Sullurpet	B
9	NLR	Vakadu	Vakadu	B
10	NLR	Venkatagiri	Venkatagiri	B
11	NLR	Gudur	Chillakur	C
12	NLR	Gudur	Manubolu	C
13	NLR	Kavali	Jaladanki	C
14	NLR	Kavali	Kaligiri	C
15	NLR	Kavali	Kondapuram	C
16	NLR	Nellore-1	Buchireddypalem	C
17	NLR	Nellore-2	Kovur	C
18	NLR	Nellore-1	Dagadarthi	C
19	NLR	Nellore-1	Kaluvoi	C
20	NLR	Nellore-2	Muthukur	C
21	NLR	Nellore-2	T.P.Gudur	C
22	NLR	Nellore-2	Alluru	C
23	NLR	Rapur	Podalakur	C
24	NLR	Rapur	Dakkili	C
25	NLR	Sullurpet	Tada	C
26	NLR	Udayagiri	Udayagiri	C
27	NLR	Udayagiri	Vinjamur	C
28	NLR	Udayagiri	Sitharamapuram	C
29	NLR	Vakadu	Kota	C
30	NLR	Vakadu	Chittamuru	C
31	NLR	Venkatagiri	Balayapalli	C

Note: Maximum No. of Screens allowed in A Class bus stations are 4 (four) only.

ANNEXURE-II

Tender application form

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

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

Sir,

Sub:-Submission of Tender for evaluation of the offer/quote submitted for appointment of Advertising Contractor for display of advertisements in CCTVs of _____
Region - Reg.

- 1) Name of the Tenderer :
(Full name in capital letters)
- 2) Status (Individual/Partnership Firm/Company/Others) :

3) Address for correspondence :

Telephone No.

4) Permanent residential address :

Telephone No. :

5) Email/Website address :

6) Tender document fee :

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

7) Annual turnover
(in Lakhs):

8) Experience of the Tenderer : _____ years
in number of years in the
outdoor advertising field
(Experience certificates for the specified period shall be enclosed)

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

10) I/we hereby agree to be appointed as advertising Contractor for display of advertisements through CCTV system in the Bus stations (within built up area) of _____ Region and I/We hereby submit our offer as detailed below:

Tender quoted for installing CCTVs with ad rights in	AMOUNT OFFERED PER ANNUM DURING FIRST YEAR OF CONTRACT	
	<u>In figures</u>	<u>In Words</u>

Region: _____	Rs	
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- 11) 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.
- 12) 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

Following person is hereby authorized for submission of e-tenders invited vide notification No. Adv 00/201/ (C1/ 9(6) / 2018 - CTM (C&P), for installing CCTVs with ad rights in covered premises specified bus stations of _____ 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.