

TENDER NOTIFICATION NO: ADV-03/19- CM(COMM)
E-TENDER ID: 277883



ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR APPONTMENT OF BUS
STATION WISE ADVERTISING CONTRACTORS FOR
DISPLAY OF ADS IN COVERED AREA (WITHIN BUILT UP AREA)
IN NOTIFIED (19) BUS STATIONS**

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

Website: <http://www.apstrc.ap.gov.in>

DISCLAIMER

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

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

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

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

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

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

Signature of the tenderer.

e - TENDER DETAILS

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE VC & MD, CTM(Comm) SECTION, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	Adv: 03/19. E-tender ID: 277883
4.	Tender Subject	Appointment of Bus station wise Advertising contractors for display of ads in covered premises of 19 bus stations.
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	Bidders should make payment an amount of Rs.5,00,000/- (five lakhs) 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 to Rs. 5,00,000/- bidders should pay an amount of Rs.100/- in e-portal.
9	Tender document Process Fee	Rs 11800/- (Eleven Thousand eight hundred only)
10.	Tender document Process Fee Payable To	Rs. 11800/- , 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.	18.05.2019 at 11.00am
12	Tender document downloading End date.	09.06.2019 at 05.00pm
13.	Bids Submission Closing Date	10.06.2019 at 02.00pm
14	PQ Stage Evolution Date	10.06.2019 at 02.30 pm
15	Price Bid Evaluation Date	11.06.2019 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	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. 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.

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

1. Digital Certificate Authentication:

The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform <http://tender.a procurement.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.a procurement.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. A 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

		<p>to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.</p> <p>5. Bid Submission Acknowledgement: 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	Contract period	3 years
24	License fee enhancement during contract period	Every year 10% over previous year license fee
23	Documents to be uploaded	<p><u>PQ Stage:</u> 1. PAN Card Xerox, 2.Rs.100/- payment receipt towards EMD in APTS eportal , 3. Application fee Rs. 11800/- payment receipt, 4. EMD payment receipt of Rs. 5,00,000/-, 5.Signed copy of tender document. 6. Experience Certificate.</p>
24	Submission of Hard copies of tender documents	Tenderers who submitted bids shall submit Hard copies of all the documents enclosed in e-portal in the Office of the CM(Comm) on 11.06.2019.

SIGNATURE OF THE TENDERER

HOW TO APPLY

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

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

Project Manager (eProcurement)

IT, E & C Department,

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

IGC, AP Secretariat,

Velagapudi - 522503, AP.

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

eMail ID: **pm_eproc_itc@ap.gov.in, pa2pm_eproc_itc@ap.gov.in**

Website: www.apecurement.gov.in

Service Provider

Vupadhi Techno Services Pvt. Ltd.

Vijayawada Office:

Flat No : 407, 4th Floor,

Sreeram's Sneha Avenue,

Near Aravinda School, Kunchanapalli,

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

Andhra Pradesh.

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

DETAILS OF NOTIFICATION NO.07/2018

1. The tender is for appointment of Advertising Contractors for display of advertisements in covered area (within built up area) of 19 Bus stations for a period of three years. The list of bus stations is furnished in Annexure-I (Total bus station under roof including boards & Tvs fitted to cladded pillars)
2. Tender documents can be downloaded from the website http://www.apsrc.ap.gov.in/T_Advertisements.aspx .
3. Tender document process fee of Rs. 11800/- 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.
4. Earnest Money Deposit of **Rs. 5 Lakh** 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 in addition to Rs. 5 lakhs, the bidder has to pay an amount of Rs. 100/- through eportal (<http://tender.apecurement.gov.in/>) only while submitting bids and the scanned copy of the EMD payment receipts shall be attached / uploaded at the time of bid submission through online. Total EMD amount is Rs. 5,00,100/- (Rs. 5,00,000/- payable to APSRTC account and Rs. 100/- payable to APTS - e portal).
5. 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.
6. 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 e-portal 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 will not be available to the Tender Inviting Authority for evaluation of bids.
7. The bid of a person/ Organisation who did not honor any allotment of contract given by Corporation after emerging as successful bidder in any other contracts will be rejected and EMD will be forfeited.
8. The bid of 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, will not be considered by the tender committee at the time of evaluation of bids.

Earnest money Deposit

9. Tenderer shall pay EMD of **Rs 5,00,000/- (Five lakh rupees)** through RTGS to APSRTC. Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA. **In addition the bidder has to pay an amount of Rs. 100/- through e-portal only as per the payment procedure.** By paying the requisite EMDs, tenderer can quote any number of bus stations.
10. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
11. 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

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

I. When the tender submitted by the tenderer is invalid.

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

- (a) When the EMD is not paid or 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.
 - (d) When the tender is submitted for a business other than what is notified in the tender Notification.
 - (e) When the tender form is submitted by minor, without enclosing the necessary proof of guardianship.
 - (f) The person/ organization whose allotment orders are cancelled due to non-adherence of terms & conditions of the agreement and whose EMD was forfeited.
 - (g) When the Tender form is submitted by a person who attracts clause 6 or 7 above.
- II. When the successful tenderer fails to pay the Security deposit for the bus station / bus stations which were allotted to him during tenders within 30 days and / or fails to furnish guaranteed deposit within 30 days from the date of issue of allotment letter for the contract.
- III. 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.
- IV. 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 paid will be forfeited.

Submission of Tender:

- 13. 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.
- 14. 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.
- 15. 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 (Annexure -III) shall be attached / uploaded along with tender document in the e-portal.
- 16. Tenderer shall upload/ attach the scanned copies of experience certificates in the relevant field along with the tender form in the e-portal.

Signature of the tenderer.

17. 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 these documents at the time of tender submission through e-portal.
18. The tender shall be filled in all respects and shall be signed by the Tenderer on all pages. The Tenderers should ensure that their offer is submitted before the 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 and EMD will be forfeited.
19. The amount offered for each bus station per annum in the application shall be the licensee fee during the first year of contract excluding the taxes / levis if any.

The contract amount will be enhanced by 10% in the 2nd and 3rd year over the previous year contract license fee.

The contract amount shall be quoted in figures as well as in words. There shall not be any alterations in the amount quoted by the tenderer. In case of difference in the amount recorded in figures and words, the amount recorded in words will be taken into consideration.

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

Opening and Evaluation:

20. 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.
21. 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.
22. The Bids will be evaluated for each bus station through e-portal basing on the highest License fee offered and tender will be awarded to the tenderer whose offer is the highest for each quoted bus station, after negotiations and recommendations made by Tender Committee constituted for this purpose.
23. If two tenderers offer the same amount in any bus station, tender will be allotted to the tenderer who is having more experience.
24. Tenderer must quote the license fee for each bus station. 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
25. e-portal will generate the bus station wise highest bidders list (ie., base price column in the e-portal) and the Tender Evaluation Committee constituted by the APSRTC shall verify and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
26. 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.

Signature of the tenderer.

Amendment of Tender Document:

27. 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.apstrc.ap.gov.in

Provision of reasonable time for submission of tenders whenever an addendum is issued, is at the discretion of the tender committee.

Allotment of contract

28. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall pay the requisite Security Deposit and submit Guaranteed Deposit to Chief Manager(Comm) and enter into agreement with the Regional Manager concerned within 30 days from the date of issue of allotment letter.

29. Contract period commences from the 31st day of issue of allotment letter. No correspondence will be allowed for the change of commencement of contract period.

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 AGREEMENT CONDITIONS OF THE CONTRACT

Nature of Business:

- 1) The contract is for display of advertisements in the covered area of Bus stations (within the built up area – under the roof of specified Bus stations) of 19 bus stations for a period of three years.
- 2) In the bus stations listed in Annexure – I, the successful tenderer will be allowed to display ads in any location including on the boards & TVs fitted to the cladded. The advertising agent is not allowed to display ads on any portion of the cladded work other than Boards & TVs.
- 3) The following types of advertisements can be displayed in Bus stations (within the built up area-under the roof)
 - Hoardings on walls
 - Backlit displays on walls.
 - Glow signs
 - Sky Murals
 - Stairwell Advertising

4) 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 the space on terrace of the bus station.
- c. The successful tenderer is not permitted to utilize the space (within the built up area-under the roof) as identified by the Regional Manager available in bus stations for display of advertisements.
- d. The successful bidder for the bus stations notified at Annexure – I is not permitted to display ads / paste ads directly on the ACP panels except on boards provided & RTC.
- e. Not permitted to install / erect boards on any portion of the cladded pillars / cladded portion by the agent.

5) Permitted:

- a. The successful tenderer for the bus stations notified at Annexure - I will be permitted to utilize the space available in the bus stations including the boards and TVs fitted to the cladded pillars (within the built up area-under the roof) without any hindrance to the movement of travelling public.

Period of contract:

- 6) The period of contract is for 3 years.

Minimum Period of Business.

- 7) The Advertising Contractor shall carry out the business of display of advertisements in the covered area of Bus stations for a minimum period of one year from the date of commencement of the contract.
- 8) 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 installments for the left over minimum stipulated period of contract.

Signature of the tenderer.

- 9) 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 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 deposits, the Contractor shall make good the short fall within the prescribed time.

10) Security Deposit:

- a) The successful tenderer shall have to pay security deposit i.e., amount equivalent to six months license fee during 3rd year of the contract within 30 days from the date of issue of allotment letter for the contract.
- b) The Security deposit shall be paid to the Chief 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.
- c) The security deposit will not carry any interest and will be refunded to the Contractor after one month from the date of completion of contract period, after adjusting the dues, if any payable by the advertising Contractor to the Corporation.
- d) The security deposit will not be adjusted towards monthly installments payable by the advertising Contractor.
- e) In case of termination of contract due to breach of terms and conditions of contract / agreement, corporation shall have the right to adjust the security deposit paid by the advertising Contractor towards the dues payable to the corporation and to forfeit the balance security deposit.

Guarantee Deposit:

- 11) The successful tenderer shall have to submit Demand draft towards 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. **The guaranteed deposit shall have validity for 9 months.**

The Guaranteed deposit shall be submitted in addition to security deposit. **The guaranteed deposit will be returned after completion of 9 months period. Provided there shall not be any outstanding due to Corporation.**

The corporation shall have the right to adjust the guaranteed deposit at any time and can adjust the same towards the due amounts payable by the contractor as per the terms of the agreement, to the corporation.

Agreement:

- 12) The successful tenderer shall enter into an agreement with the concerned Regional Manager for all the bus stations allotted duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
- 13) 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.

Signature of the tenderer.

- 14) Failure to pay security deposit, guaranteed deposit and failure to enter into agreement for all the allotted bus stations or any of the bus station 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 license fee:

- 15) LICENCE FEE: The license fee payable by the advertising agent shall be paid as under:
- a) The Advertising Agent shall have to pay the contract amount 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.
 - b) 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 -----
 - c) The Advertising Agent shall pay the license fee to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.
 - d) The Contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.
- 16) The Contractor shall pay GST / Levis 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.

17) **Electricity Charges:**

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.

18) **Penalty Clause :**

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

Default in Payment:

- 19) In the event of delay in payment of monthly installment, the Advertising Contractor is liable to pay penalty for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the monthly license fee amount. This clause shall not prevent the corporation from forfeiting the security deposit and guaranteed deposit of the advertising Contractor.
- 20) 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:

Signature of the tenderer.

- a. To order to stop display of advertisements.
- b. To adjust the guaranteed deposit amount towards due amounts payable to the corporation.
- c. To remove advertisements displayed.
- d. To terminate the contract.

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

21) **Conclusion of Agreement :**

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

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

In case the Advertising Contractor fails to remove 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 such advertisement material in case the corporation removes the advertisements. The corporation shall also have the right to adjust the deposits made by the Contractor towards the removal charges.

Termination of Contract

- 22) 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 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.

- 23) 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, Guaranteed deposits are 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. Corporation reserves the right to terminate the contact any time during the contract period by giving 3 months advance notice to the advertising Contractor.

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

Signature of the tenderer.

General Terms:

- 25) The advertising Contractor shall bring all equipment's and materials just before fixing / displaying advertisements in Bus stations, at their own cost. It is also the responsibility of the advertising Contractor to take away the advertising materials immediately after the fixing / display work is completed.
Under no circumstances, the Bus stations should not lose its identity in the process of display of advertisements.
- 26) i) The advertising Contractor shall have to obtain all the permission / license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for display of advertisements.
- ii) The advertising Contractor shall comply with all the rules and procedures laid down in the local / within the territorial limits, in which the business is carried on, shall pay all the Taxes, Advt. fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements in covered Bus stations and there shall be no dues payable to any authority.
- 27) 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.
- 28) The successful tenderer shall provide partition barricades (duly bearing its cost) with advertisements in consultation with the unit officer wherever it is required (i.e., at the entrance or within the built up area).
- 29) The successful tenderer shall erect Glow sign boards at the platforms with details like, Platform number with indicated destinations etc., and also display the advertisements on the lower portion of these boards as per the size prescribed by Regional Manager. In case the contractor is not willing to provide the same, Corporation reserves the right to allot this work to the local advertisers with ad rights.
- 30) Corporation reserves the right to appoint separate Contractor / Contractors for display of advertisements in Covered / uncovered open space (from platforms to boundary wall of bus station premises), terrace of bus station buildings through any other media like CCTVs, electronic digital big screens 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 to making use of the bus station for other purposes. If required, the Contractor has to remove the advertisements displayed in the bus stations, at their own cost. The Contractor shall not claim any charges for loss of his business on account of such removal of advertisements.

In case of demolition (part or full) of any Bus station during the subsisting period of contract, the corporation shall not be liable for any loss or damage caused to the advertising Contractor. The Contractor is not permitted to display any ads in the open premises which exist after demolition.

However, corporation will reduce license fee proportionately for such of those Bus stations which are under the contract of the Advt. Contractor but subsequently demolished / used for other purposes during the subsistence of the agreement period.

Signature of the tenderer.

- 32) Corporation is at liberty to display advertisements of its choice or advertisements of Government Departments / Govt. sponsored advertisements etc. wherever or whenever required without disturbing the ads displayed by the Ad agent. The agent should not object the same and shall not claim any financial benefit.
- 33) The advertising Contractor will not be allowed to display advertisements in the Bus stations other than those notified and allotted to the Advt. Contractor under the present contract. Advertisement rights on other / new Bus stations / expanded part of existing Bus stations will rest with the corporation.
- 34) The Advertising Contractor shall not undertake any advertisements for display in Bus stations which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit / reject such advertisements from display and the advertising Contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
- 35) The advertising Contractor shall not display advertisements concerning usage of Tobacco, Liquor, Alcoholic products - Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.
- 36) The Chief Manager (Comm) / Regional Manager / Dy. CTM(Comm)/ ATM(Comm) Depot Manager / Assistant Traffic Manager concerned shall have the right of scrutiny of 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.
- 37) The corporation shall not be liable for any loss incurred by the advertising Contractor or his Bankers, Financial institutions, customers, personnel engaged by the advertising Contractor or any other person connected with the business of the advertising Contractor.
- 38) The advertising Contractor:
 - a) Shall display Ads in covered premises of Bus stations duly defacing / removing the existing Ads, if any.
 - b) shall not accept any advertisements for display beyond the date of expiry of the agreement;
 - c) shall not resort to display of advertisements in Bus stations where Regional Manager identifies to not to display of ads.
- 39) Advertisements by direct painting on the walls, pillars etc., will not be allowed under any circumstances.
- 40) The Advertising Contractor shall display Ads in covered areas of the Bus stations only with prior approval of the Regional Manager / Dy. Chief Manager / Depot Manager / Assistant Traffic Manager of the Bus station concerned, in such a way that they shall not cause any hindrance to the working of the APSRTC, Traffic movements and do not block and spoil the elevation of the Buildings, Civil structure and cause damage to the property of the Corporation.
- 41) The Advertising Contractor is liable for the damages caused to the Bus stations or to any property of the corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
- 42) The Advertising Contractor shall furnish information that may be required by the corporation from time to time, connected with the display of advertisements in covered Bus stations.

Signature of the tenderer.

- 43) The corporation shall not be accountable for any loss or damage or theft of equipment - accessories etc. that the advertising Contractor may suffer on account of any advertisements displayed or not displayed in Bus stations for any reason.
- 44) The Advertising Contractor shall not engage persons below the age of 18 years. The persons engaged by the Advertising Contractor shall not have any right or claim whatsoever, for employment in APSRTC at a future date.
- 45) The Advertising Contractor shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under, from time to time like payment of P.F., ESI, Minimum wages as prescribed by the Govt. of A.P. and submit the proof of compliance. The Contractor shall at all times indemnify the corporation from all claims/ damages / compensation under the provisions of all Laws and Acts pertaining to the Labour engaged by it.
- 46) The corporation is not liable to pay compensation in case of death or injury (simple / grievous) caused to any person engaged by the Advertising Contractor in connection with display of advertisements in covered Bus stations or in case of death or injury caused to any person / public due to fixation of hoardings / boards / display of advertisements. The Advertising Contractor is liable to bear all expenses and for payment of compensation in such cases.
- 47) The Advertising Contractor shall indemnify the corporation from any claim made by any authority and reimburse the same in case any payments are made by the corporation.
- 48) In case in any Bus station advertisements are not displayed due to electricity breakdown / bundhs / agitations / 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. In such cases contractor has to pay monthly license fee irrespective of display of ads in Bus station.
- 49) The Advertising Contractor shall not appoint other firms / agencies / individuals as sub - Contractors to carry out the business of display of advertisements in Bus stations.
- 50) The Advertising Contractor shall not employ, associate or include as business partner any person who was currently / previously a contractor of the Corporation and defaulted in payment of contract amount.
- 51) 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.
- 52) The business shall be carried out only on the name of individual / firm, as the case may be, that was specified on the Tender form, while submitting the tender. During the course of contract, the Contractor/ Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
- 53) In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture of security deposit.
- 54) The Managing Director of APSRTC reserves the right to modify any condition / conditions of the agreement, and add any other condition / conditions during the contract period. The Contractor has to abide by the conditions modified / incorporated and has to enter into a fresh agreement with the corporation at their cost.

Signature of the tenderer.

- 55) All Entertainment programs played through LED TVs and Boards or in bus stations shall be within the purview of copy right act and other statutory provisions. The necessary license shall be obtained by the contractor at his own cost.
- 56) The contractor has to attend for repairs to the TVs if any during the contract period at his own cost duly informing the concerned official of APSRTC. The contractor has to made good any loss or damages caused to the premises and property therein of the Corporation by the workers/employees, while rendering the said services.
- 57) The Advertising Contractor shall display advertisements through LED TVs fitted by Corporation in the pillars 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.
- 58) The Advertising Contractor shall display advertisements through LED TVs and Boards fitted to the cladded pillars in the Bus stations only during the period (in day or night) as fixed by the Regional Manager from time to time.
- 59) TVs and Boards fitted to the cladded pillars of bus stations notified at annexure - I 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 TVs and Boards fitted to the cladded pillars to Corporation in good condition. If any of the TVs/Boards are in damaged condition at the completion of contract, the cost decided by the Regional Manager concerned for the Boards/ TVs shall be recovered from the security deposit of Ad agent at the time of settlement of security deposit.
- 60) The Advertising Contractor is liable for the damages caused to the TVs and Boards or any Property in bus stations in the Course during display of advertisements in the bus stations or in the course of removing the equipment / machinery fixtures etc. from the Bus Station.
- 61) 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.
- 62) 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 damages will be recovered from the Security Deposit.
- 63) The advertising Contractor shall submit proposals to the concerned Regional Manager where the ad agent desired to display ads. The Regional Manager shall have the right to reject or modify the proposal submitted by the advertising Contractor.
- 64) 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 parities.
- 65) If any dispute arises between the advertising contractor and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Hyderabad for the state of Andhra Pradesh and the State of Telangana will only have jurisdiction

CHIEF MANAGER (Comm)

Signature of the tenderer.

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

Sir,

Sub :- **TENDERS** - Submission of Tender for appointment of bus station wise Advertising Contractor for display of advertisements (within built up area) in covered premises of 19 Bus stations for a period of Three years - Reg.

Ref: Tender Notification No: Adv03/2019-CM(Comm)

I/We hereby submit Tender for appointment as Advertising Contractor for display of advertisements (within built up area) in 19 Bus stations 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 with cladding work (where ad agents are allowed to display ads in bus stations including boards and TVs fitted in cladded pillars)

No.	Region	Name of bus station	Brds	T.Vs
1	EG	Annavaram	26	
2	EG	Jaggampeta	20	
3	EG	Kakinada	132	12
4	EG	Kathipudi	20	
5	EG	Tuni	24	
6	WG	Akiveedu	8	
7	WG	Chintalapudi	16	
8	WG	Dwaraka Tirumala	24	
9	WG	Eluru Old Bus Stn	12	
10	WG	Jangareddygudem	84	
11	WG	Koyyalagudem	20	
12	WG	Narasapuram	32	
13	WG	Palakollu	24	
14	WG	Tadepalligudem	48	
15	WG	Tanuku	44	
16	KRNL	Kurnool	41	7
17	KRNL	Mantralayam	68	
18	KRNL	Nandyal	100	
19	KRNL	Srisailam	24	4

Signature of the tenderer.

Tender application form
(To be enclosed during commercial bid submission)

Affix latest passport size photo with self attestation

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

Sir,

Sub:-Submission of Application form for display of ads in covered premises of bus station (within built up area) of Major, A, B & C Class Bus stations for a period of 3 years-Reg.

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

2) Status (Individual/Partnership :
Firm/Company/Others)

3) Address for correspondence :

Telephone No.

4) Permanent residential :
address

Telephone No. :

5) Email/Website address :

6) Tender document fee :
(Application fee payment details)

a) RTGS No. & Date :

b) Amount in Rs. : Rs.11800/-

c) Bank particulars :

(Cheques & DDs will not be accepted)

7) Earnest Money Deposit :
amount particulars

a) Receipt No. & Date :

b) Amount in Rs. : Rs. 5,00,100/- (Rs. 5,00,000/- to
APSRTC account & Rs. 100/- to e-portal)

c) Transaction particulars :

(Cheques & DDs will not be accepted)

- 8) Experience (if any) of the Tenderer : _____ years
in number of years in the
outdoor advertising field,
(Proof of experience to be enclosed).
- 9) I/We have carefully read the terms and conditions of the tender document and
I/We hereby submit our offer for each bus station in e-portal.
- 10) I/We understand that the contract amount payable to the corporation will be
enhanced @ 10% every year over the previous year's contract amount from the
second year onwards.
- 11) I/we hereby agree to be appointed as advertising Contractor for display of
advertisements in the Bus stations of the Corporation (within built up area) for a
period of three years.
- 12) I/We have perused the terms and conditions of the tender for appointment of
advertising Contractors and hereby agree to abide by the said conditions.
- 13) 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 appointment of bus station wise agents for display of ads in covered premises of Bus station/ Bus stations.

Following person is here by authorized for submission of e-tenders invited vide notification No. Adv03/2019- CTM(Comm), Tender ID: _____ . **C1/ 9(8) / 2018 - CTM (COMM)**, for appointment of bus station wise agents for display of ads in covered premises of _____ Bus station/ Bus stations and for negotiations with the tender committee mentioned above on behalf of _____ (Tenderer), in order of preference given below.

Order of preference	Name	Specimen signature
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I

II

Signature of Tenderer

Or

Person authorized to sign the tender

Note:

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