

TENDER NOTIFICATION NO:-- **ADV-07/2017**,
E-TENDER ID - 162934



ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

TENDER DOCUMENT FOR APPOINTMENT OF ADVERTISING
CONTRACTOR FOR DISPLAY OF ADS ON PASSENGER SEATS
BACK OF BUSES OF KURNOOL & ONGOLE REGIONS FOR A
PERIOD OF FOUR YEARS.

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

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, CTM(C&P) WING, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	Adv : 07/2017.
4.	Tender Subject	Appointment of Advertising contractor for display of ads on passenger seat backs in Kurnool & Ongole Region.
5.	Period Of Contract	Four years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 2,00,000/- (Two lakh) for each Region. Bidders should make payment through e-portal only.
9.	Tender document Process Fee	Rs 2360/- (Two Thousand three hundred sixty only) for each region.
10.	Tender document Process Fee Payable To	Rs. 2360/- , should make payment through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA.
11.	Tender document downloading start date.	30.12.2017 at 11.00am
12.	Tender document downloading End date.	18.01.2018 at 05.00pm
13.	Bids Submission Closing Date	19.01.2018 at 02.00pm
14.	PQ Stage Evolution Date	19.01.2018 at 02.30 pm
15.	Price Bid Evaluation Date	22.01.2018 at 11.30 am
16.	Contact Details regarding e-portal	7337318402, 7337318403, 7337318405.
17.	Officer Inviting Bids	Chief Traffic Manager (C&P), APSRTC
18.	Contact Person	Chief Traffic Manager (C&P)
19.	Address/E-mail id	C T M(C&P), Commercial Section, RTC House, PNBS, Vijayawada, dyctmcomm@gmail.com
20.	Contact Details	9959225300, 9100940728
21.	Procedure to Offer 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.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. A service tax of 15% + Bank Charges on the transaction amount payable to M/s APTS (Andhra Pradesh State Technological Services) shall be applicable.

		<p>4. Tender Document: The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the 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	Documents to be uploaded	<p><u>PQ Stage:</u> 1. Application fee receipt, 2. Experience certificate, 3. Tender form duly signed in all pages. 4. EMD payment receipt, 5. GST Certificate.</p> <p><u>Commercial Stage:</u> 1. Filled in tender Application form (Annexure -II)</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 Technologies Limited
1st Floor, Ramky Grandiose,
Sy. No: 136/2&4, Gachibowli,
Hyderabad - 500032.
Telangana State.
Phone : +91 40-39999700, 39999701
Fax : +91 40-39999702
eMail ID: contact@vupadhi.com
Zippr Code: **VTSL6105**

Signature of the tenderer

DETAILS OF e- Tender Notification **No.Adv - 07 /2017**

1. The tender is for appointment of Advertising contractor for display of ads on passenger seat backs with ad rights in TVG, EXP buses including hire buses of Kurnool & Ongole Region for a period of 4 years.
2. The tenderers may inspect the buses physically either on road or at Bus depots to have a clear idea before submitting their tender.
3. e-Tenders are invited from reputed agencies in single bid system through e-tenders.
4. Tender document process fee of Rs. 2360/- shall be paid for each Region 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.
5. Tender documents can be down loaded from the web site http://www.apsrtc.gov.in/T_Advertisements.aspx
6. Details of type wise buses allowed for display of ads on passenger seat backs are mentioned at Annexure-I
7. Earnest Money Deposit of **Rs. 2 Lakhs for each Region** shall be paid to APTS through e-portal (<http://tender.apecurement.gov.in/>) only. The scanned copy of the receipt shall be attached /uploaded at the time of bid submission through on line.
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 TRAFFIC MANAGER (C&P)

Signature of the tenderer.

TERMS AND CONDITIONS OF THE TENDER

General

1. All the tenderers including those who have downloaded the Tender Document are requested to get in touch with Commercial Department / APSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. Tenders must be submitted on line through e-procurement platform <http://tender.apecurement.gov.in/>
4. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.
5. The Bidder 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.
6. The bid of Any person/agency/organization, who/which was a contractor to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing contractor who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender will not be considered by the Tender Committee at the time of evaluation of Bids.

Earnest Money Deposit

7. Tenderer shall pay EMD of **Rs 2.00** lakh for each region through e-portal only as per the payment procedure. No exemption of EMD is allowed to any Government Organisation/SSIs etc.
8. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
9. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.

Signature of the tenderer.

Forfeiture of Security Deposit:

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

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

The Tender 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 notification.
 - (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 the one notified in the tender Notification.
 - (e) When the tender form is submitted on behalf of a minor, accompanied by enclosing necessary proof of guardianship.
 - (f) When the Tender form is submitted by the person who attracts clause 6 above.
- II. When the successful tenderer fails to pay the Security deposit and / or fails to furnish Bank Guarantee 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. When the successful tenderer backs out from taking up the contract for whatsoever reason.
- 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:

11. Before submission of the tender, tenderers are required to make themselves fully conversant with terms and conditions, so that no ambiguity arises at a later date in this respect.
12. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should at once intimate and obtain clarification prior to submission of the tender.
13. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization(Annexure-III) shall be attached / uploaded along with tender document in the e-portal.

Signature of the tenderer.

14. Tenderer shall upload/attach the scanned copies of experience certificates in the relevant field along with the tender form in the e-portal.
15. The successful bidder shall submit documentary evidence such as annual turnover, Adhar card, PAN card, experience details in the relevant field etc. at the time of entering into agreement besides uploading these documents at the time of tender submission through e-portal.
16. a)The tender form shall be filled in all respects and shall be signed by the Tenderer on all pages of the document. 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.

b)The Tenderer shall quote the contract amount per bus per month (irrespective of the type of bus) payable to the Corporation. The amount offered above will be the net amount payable per bus per month to APSRTC excluding taxes. The contractor has to pay monthly license fee based on the quoted amount and the no.of buses held in the Region. The no.of Buses held will be communicated once in 4 months which is applicable for the next four months.

c)The amount quoted/offered is the license fee offered per bus per month during 1st year of contract and license fee will be enhanced by 10% over previous year license fee from 2 year onwards.

d)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.

e)The tender must be unconditional. Conditional offers will be summarily rejected duly forfeiting the EMD. The tenderer shall quote the amount entirely in Indian Rupees.

Opening and Evaluation of Tenders:

17. The e-Tenders will be opened in the Chambers of Chief Traffic Manager(C&P), RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
18. In the event of the date specified for receipt and opening of tender being declared as a holiday for APSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
19. The bids will be evaluated through e-portal basing on the highest Licence fee offered 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.
20. The Tenders will be evaluated and tender will be awarded to the tenderer whose quoted amount is the highest, after negotiations and recommendations made by Tender Committee constituted for this purpose.
21. If two tenderers offer the same amount, the decision of the Tender evaluation committee in awarding the contract is final.
22. Tenderer must quote Base price only(to be paid to APSRTC as license fee excluding of Taxes and Levies etc) in the prescribe column of e-portal and shall not fill Taxes/Levies column of e-portal.

Signature of the tenderer

23. e-portal will generate the list of bidders in the order of highest quoted(ie as per base price column in the e-portal) and the Tender evaluation committee constituted by APSRTC shall verify and negotiate with the highest Bidder. No correspondence will be entertained outside the process of negotiation/discussion with the committee.
24. Any approach from the tender representative or his agent trying to influence the decision on the tender officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

Tender Evaluation Committee

25. The Tender Evaluation Committee constituted by APSRTC shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
26. Any approach from the tender representative or his Contractor, 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:

27. At any time prior to the deadline for submission of proposals, APSRTC may for any reason, whether at its own initiative or in response to a clarification requested 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 also be posted on the website of the Corporation.

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

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 furnishing Bank Guarantee to Chief Traffic Manager(C&P) 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 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 on Passenger Seats Backs of different types of buses of APSRTC (including Hire) Viz., Express, Pallevelugu, Metro Express, Metro Express (JNNURM buses) and City Ordinary buses including Hire of Kurnool & Ongole Region for a period of four years.
- 2) The details of approximate no. of buses held at KRNL & OGL Regions are shown at [Annexure-I](#).
- 3) Corporation reserves the right to display advertisements of its choice, on 10% of the total no. of seats and the Advertising contractor shall not have any objection nor shall claim any advertisement revenue thereof.

The corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements / Private Advertisements etc.

- 4) The advertising contractor shall display advertisements only on the space earmarked on Passenger Seats Back of buses as given here under:

1. Type of material to be Used for displaying Advertisements

Light weight scratch proof acrylic sheet to be used for fixing directly on the seat back and surface should be coated with non writable material to normal ink pens and scratches. The vinyl sticker containing ad should not be affixed on the back rest. However the same can be inserted between acrylic sheet & back rest as shown in the drawing as per annexure-IV.

There is no need to use plywood backing to the acrylic sheet.

It is the responsibility of the Advertising contractor to replace the advertisement displayed on the seat back, in case it is damaged / removed by the public etc., to maintain and upkeep the interior look.

2. Colors to be used

Only selected colors that gives added decorum and pleasantness to the aesthetic outlook of the interior shall be used.

3. Painting

There should not be any direct Painting on the back side of Passenger seats.

No other space (inside / outside of buses) will be permitted for display of Ads other than Passenger Seats back.

Frames have to be designed in such a way to be fitted without any damages to the seats or back of the seats.

Signature of the tenderer.

Census:

- 5) a)The newly added buses (after commencement of agreement period) will also be made available to the Contractor for which the rates quoted/finalized will be made applicable.
- b) Census of buses will be conducted once in every four months for arriving at monthly license fee to be paid by the successful tenderer for the next four months.

Period of Contract:

- 6) The period of contract is for 4 years.

Minimum Period of Business:

- 7) a)The advertising contractor shall carryout his business of display of advertisements on the Passenger Seats Back of buses for a **minimum period of one year** from the date of commencement of the contract.
- b)In the event of the contractor seeking premature termination of contract within the stipulated one year period, the contractor has to pay the balance monthly installments for the left over minimum stipulated period of contract.
- c)If the contractor clears the balance contract amount for the left over minimum stipulated period of one year, the deposits (security deposit and Bank guarantee) will be refunded. In case the contractor fails to pay the amount which falls short of the amount payable for one year, Corporation has the right to adjust the deposits paid by the contractor towards the dues payable by the contractor and to refund the balance deposits, if any. In the event of any further short fall even after adjustment of security deposits, the contractor shall make good the short fall within the prescribed time.

Security Deposit:

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

Signature of the tenderer

Bank Guarantee:

- 9) a)The successful tenderer shall have to submit bank guarantee for an amount equivalent to six monthly installments of 1st year of contract within 30 days from the date of issue of letter for appointment as advertising contractor. **The Bank guarantee shall have validity for 9 months from the date of commencement of contract period.**
- b)The Bank guarantee shall be furnished in addition to security deposit. **The Bank guarantee will be returned after completion of 9 months period.**
- c)The Corporation shall have the right to invoke the bank guarantee 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 installment amount or penalty, or for breach of any terms and conditions of the agreement.

Agreement:

- 10) **The contract period commences from the 31st day of the date of issue of allotment letter of the contract.**
- 11) 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.
- 12) Failure to pay security deposit and / or to furnish bank guarantee / enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / security deposit paid shall be liable for forfeiture.

Payment of license fee

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

Taxes / Levies:

- 14) 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, in addition to payment of contract amount as agreed to be paid to the Corporation.

Signature of the tenderer

Penalty clause:

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

Default in Payment:

- 16) In the event of delay in payment of monthly installment, the Advertising contractor is liable to pay **penalty** for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the installment amount. This clause shall not prevent the Corporation from invoking bank guarantee and forfeiting the security deposit of the advertising contractor.
- 17) If the advertising contractor fails to pay the monthly installments for three consecutive months, or fails to pay the monthly installment within stipulated period thrice during the course of a calendar year, or commits breach of any conditions of the agreement, the Corporation shall have the right to take any one or all the following actions:
- a) to order to stop display of advertisements.
 - b) to invoke the bank guarantee, and to adjust the amount towards due amounts payable to the Corporation.
 - c) to deface / remove advertisements displayed.
 - d) to terminate the contract

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

Conclusion of Agreement:

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

Signature of the tenderer

Termination of contract:

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

General Terms:

- 20) The advertising contractor is responsible for the damages caused to the seats, if any in the course of display of ads / related works and shall be responsible for undertaking the repairs and bear the cost of repairs.
- 21) Corporation has the right to deface or remove the scratches or writings noticed directly on the back side of seats, if any and the successful tenderer has to reimburse the cost involved in defacing or removing the scratches etc.
- 22) The contractor shall ensure that all norms of decency and social ethics are practiced in displaying the advertisement content.
- 23) i) The advertising contractor shall have to obtain any certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for display of advertisements, at their own cost.
- ii) The advertising contractor shall comply with all the rules and procedures laid down in the local/within the territorial limits, in which the business is carried on and shall pay all Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements on passenger seat back of buses and there shall be no dues payable to any authority.
- 24) 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.
- 25) The contractor shall be responsible to receive Ad-content, and take care of logistics for pasting the Ads on Passenger Seats Back of the buses.
- 26) The advertising contractor shall bring all equipments and materials just before fixing / displaying advertisements on Passenger Seats Back of buses, 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.

Signature of the tenderer

- 27) The advertising contractor shall fix the advertisement on Passenger Seats Back of the buses only during the period when the buses are kept idle or when they are not under operation. He/she shall have no right to detain any bus/buses for the purpose of display of advertisements.
- 28) Corporation is not liable for the damages caused to the Ad., by whatsoever reason it might be.
- 29) The advertising contractor:
 - a) shall not accept any advertisements for display beyond the date of expiry of the agreement;
 - b) shall not resort to display of advertisements on Passenger Seats Back of buses beyond the space specified for display of advertisements
- 30) Corporation reserves the right to appoint other contractors for display of advertisements on any other portion of the bus inside / outside the buses, through any mode of advertisement, except on the portion specified and allotted to the Advt. Contractor under the present contract.
- 31) The advertising contractor shall not undertake any advertisements for display which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
- 32) a)The advertising contractor shall submit the advertisement to the concerned Depot Manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc., for approval. No advertisement shall be displayed on passenger Seat Back of buses without prior approval of the Depot Manager.

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

c)Even, where the advertisement is approved by the Depot Manager, the Regional Manager concerned and Chief Traffic Manager at Corporate Office shall have the right either to reject the advertisement or to ask for modification, if in his opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public interest.
- 33) The advertising contractor shall not display advertisements concerning to Tobacco, Liquor, Alcoholic products - Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.
- 34) The Corporation authorities will allow the advertising contractor or any person authorized by the advertising contractor to enter into any Depot or premises to carry out their work based on the strength of identity cards issued by the Managing Director of the Agency.

Signature of the tenderer

- 35) The advertising contractor is liable for the damages caused to the buses/ premises of the Corporation or to any property of the Corporation or to any person in the course of display of advertisements on buses or in the course of removing the advertisements from the buses.
- 36) The advertising contractor shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements on Passenger Seats Back of buses.
- 37) The Corporation shall have right to transfer the bus/buses under operation of a Depot / Region / Zone on which advertisements are displayed to the Depots of same /any other Region / Zone as it may think fit and necessary and the advertising contractor shall have no right to demand for operation of any such bus/buses within a particular Depot /Region / Zone during the period of Contract.

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

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

Due to operational exigencies, these buses may be deployed to other distant places during the weekends/ festival seasons/ whenever the situation arises. The advertising contractor neither objects for the same nor claim any revenue/ loss, etc.

- 38) In case any bus/buses on which advertisements are displayed is/are not operated due to mechanical breakdown/ accident/ fire/ floods / natural calamities / strike/ agitations/bundhs either by internal or external factors or for any other reasons, for a particular period, or periods, the advertising contractor shall have no right to claim any compensation or reimbursement of loss etc. if the contractor could not get carryout business for a particular period, he/ she cannot ask for waiver off license fee for the period.
- 39) APSRTC promotion schemes (like CAT cards / JHT tickets etc.) shall be displayed free by the advertising contractor on back side of four passenger seats in a bus (Two seaters each.2) during the course of display of commercial Ads by the contractor. The design of the advertisement will be provided by APSRTC.
- 40) The Corporation reserves the right to display ads on Passenger Seats Back of 10% of buses reserved to the Corporation held in each Depot of the Region and the advertising contractor shall not have any objection or claim on that context. The Corporation is at liberty to display advertisements of its choice.
- 41) The contractor shall display ads on Passenger Seats Back of buses duly removing / defacing the existing ads, if any.
- 42) The advertising contractor is liable for the damages caused to the buses/premises of the Corporation or any property of the Corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
- 43) The advertising contractor shall have to pay the contract amount as agreed to be paid to the Corporation, irrespective of display of advertisements on the buses.

Signature of the tenderer

- 44) 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 on the buses or for any reason or for any other cause.

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

- 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., and submit the proof of compliance. The contractor/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour engaged by them.

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

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

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

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

- 48) 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.

- 49) 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.

- 50) In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract besides forfeiting the security deposit / bank guarantee or both.

- 51) The business shall be carried out only on the name/firm, as the case may be, that was specified and recorded in the Tender form while submitting the tender. During the course of contract, the contractor/Agency shall not be allowed to change the name of the Agency or to transfer the Agency.

- 52) The Managing Director of APSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The contractor / Agency have to abide by the conditions modified/incorporated and have to enter into a fresh agreement with the Corporation at his/her/its cost.

Signature of the tenderer

- 53) In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the decision of the Managing Director, APSRTC, shall be final and binding on both the parties.
- 54) If any dispute arises between the advertising contractor and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Hyderabad for the state of Andhra Pradesh and the State of Telangana will only have jurisdiction.

Signature of the tenderer

Chief Traffic Manager (M&C)

To

The CTM (M&C),
A. P. S. R. T. C. RTC House,
Vijayawada.

Sir,

Sub :- **TENDERS** - Submission of Tender for appointment of Advertising Contractor for display of advertisements on Passenger Seats Back of different types of buses of APSRTC (including Hire) Viz., Express, Pallevelugu, Metro Express, Metro Express (JNNURM buses), City Ordinary (including Hire) in Kurnool & Ongole Regions for a period of four years - Reg.

Ref: Tender Notification No:-- ADV-00/2017

I/We hereby submit Tender for appointment as advertising contractor for display of advertisements on Passenger Seats Back of different types of buses of APSRTC (including Hire) Viz., Express, Pallevelugu, Metro Express, Metro Express (JNNURM buses), City Ordinary in _____ Region, after carefully going through the Terms and Conditions and other rules stipulated by the Corporation, which are made available to me/us, along with the Tender Form.

Encl: Tender form

Place:

Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)
along with seal

Address:

ANNEXURE - I

The details of number of buses (Type wise) available in each Region are given below:

Type wise buses (including Hire) held as on 31-10-2017

Region	Express	Telugu velugu	City Ordinary	Metro Express	Total
KRNL	174	580	0	0	754
OGL	142	444	0	0	586

Tender application form

Affix latest passport size photo with self attestation

To

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

Sir,

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

- 1) Name of the Tenderer :
(In capital letters)
- 2) Status (Individual/Partnership :
Firm/Company/Others) with
details and proof thereof
- 3) Address for correspondence :
- Telephone No./ Mobile No. :
- 4) Permanent residential :
address
- Telephone No. :
- 5) Email/Website address :
- 6) Tender document fee :
(Application fee payment details
 - a. RTGS No: & Date :
 - b. Amount in Rs. : Rs. 2360/-
 - c. Bank particulars :
 (Cheques and DDs will not be accepted)

- 7) Earnest Money Deposit :
amount particulars
a. Receipt no & Date :
b. Amount in Rs. : Rs. 2 lkhs
c. Transaction particulars :
(Cheques and DDs will not be accepted)
- 8) Experience of the Tenderer : _____ years
in number of years in the
outdoor advertising field,
(Proof of experience to be enclosed)
- 9) **I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.**
- 10) I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer as detailed below:

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

- 11) It is hereby to confirm that I/We are entitled to act on behalf of our Corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 12) I/we hereby agree to be appointed as advertising contractor for display of advertisements on Passenger Seats Back of different types of buses of APSRTC (including Hire) Express, Teluguvelugu, Metro Express, Metro Express (JNNURM buses), City Ordinary of _____ Region for a period of four years.
- 13) I/We have perused the terms and conditions of the tender for appointment of advertising contractor for _____ Region and hereby agree to abide by the said conditions.
- 14) I/we have carefully read and understood the terms and conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)
along with seal/stamp

LETTER OF AUTHORISATION FOR ATTENDING TENDERS

Sub:- Authorization for attending the opening of Tenders on _____ (Date), called for appointment of region wise advertising contractors for display of advertisements on Passenger Seats Back of different types of buses of APSRTC (including Hire)Express, Teluguvelugu, Metro Express, Metro Express (JNNURM buses), City Ordinary (including Hire) of _____ Region for a period of Four years,

Following persons are here by authorized to attend the opening of the tender mentioned above on behalf of (Tenderer) in the order of preference given below.

Order of preference	Name	Specimen signature
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I

II

Signature of Tenderer

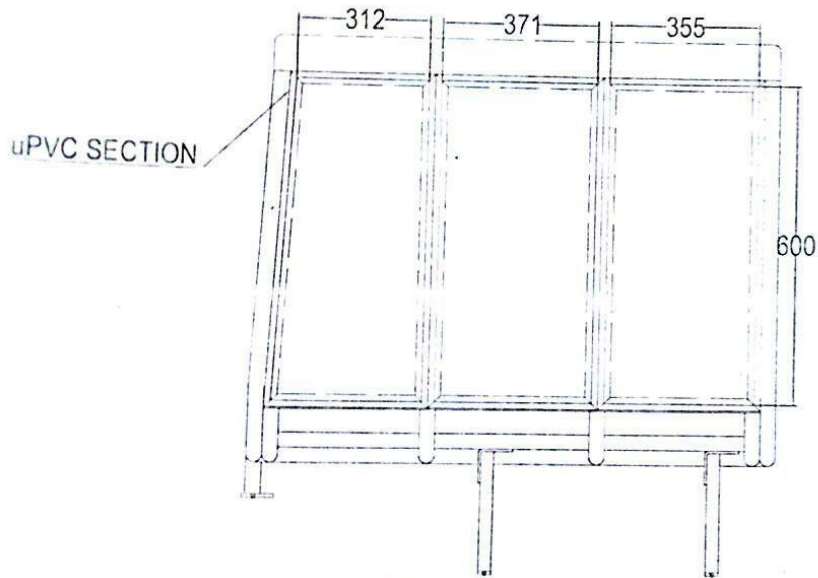
Or

Officer authorized to sign the tender

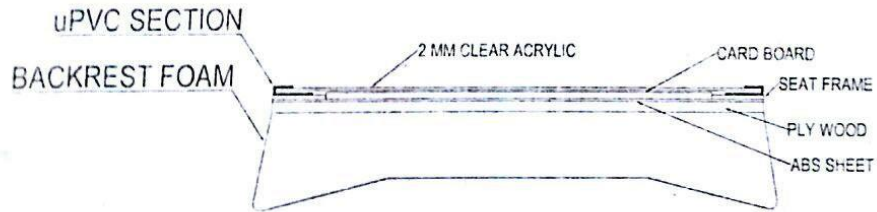
Note:

1. Maximum of two representatives will be permitted to attend Tender opening. In case where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where Tenders are opened may be refused in case authorization as prescribed above is not produced.
3. The persons authorized by the tenderer above shall have decision making power.

Annexure



ADVT. ARRANGEMENT ON SEAT BACK FOR EXPRESS



CROSS SECTION DETAILS OF SEAT BACK

SCHEMATIC ARRANGEMENT OF ADVT.
ON SEAT BACK REST IN EXP. BUSES & TVG Buses.