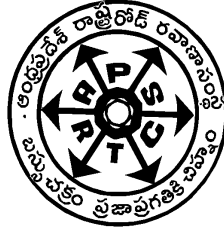


TENDER NOTIFICATION NO: - ADV-00/2018  
(C1/9(20)/2018-DY.CTM(C-I))  
E-TENDER ID: 253603



# ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

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Tender document for appointment of contractor for installation  
& operation of smart screens in notified bus stations for display  
of information of RTC Bus Timings/ Arrival & Departures/  
Reservation seat availability along with ad rights

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

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

## DISCLAIMER

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

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

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

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

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

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

Signature of the tenderer.

**e - TENDER DETAILS**

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	<b>OFFICE OF THE VC &amp; MD, CM(Comm) WING, RTC HOUSE, PNBS, VIJAYAWADA</b>
3.	Tender Number	Adv: 07/2018., e-tender ID: 253603
4.	Tender Subject	Appointment of Advertising contractor for installation & operation of TVs/ Smart Screens with ad rights for a period of 5 years in the notified bus stations.
5.	Period Of Contract	Five years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 5,00,000/- (Five lakh rupees). Bidders should make payment through e-portal only.
9	Tender document Process Fee	Rs 2360/- (Two Thousand three hundred sixty only).
10.	Tender document Process Fee Payable To	Rs. 2360/- , should make payment through online / RTGS to APSRTC <b>Account no:</b> 62472413226, <b>IFSC Code</b> SBIN0020169, <b>Acc. in Name</b> : FA & CAO APSRTC, <b>Bank name:</b> SBI, <b>Branch:</b> Gandhinagar, VJA.
11.	Tender document downloading start date.	09.01.2019 at 11.00am
12	Tender document downloading End date.	11.02.2019 at 05.00pm
13.	Bids Submission Closing Date	12.02.2019 at 02.00pm
14	PQ Stage Evolution Date	12.02.2018 at 02.30 pm
15	Price Bid Evaluation Date	13.02.2018 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	9100940728
21.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://tender.apecurement.gov.in">http://tender.apecurement.gov.in</a> as per the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> or <a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit the details in the online standard formats displayed in e-Procurement web site. The Bidders shall attach/upload the scanned copies of the receipts of payment of EMD and application fee in the e-procurement web site. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes levis etc) in the prescribed column of e-portal and shall not fill taxes/ levis column of e-portal.</p> <p><b>1. Digital Certificate Authentication:</b></p> <p>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p> <p><a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a></p>

**2. Registration with e-Procurement platform:**

For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or <http://tender.apecurement.gov.in/>

**3. Payment Of Transaction Fee:**

It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s APTS (Andhra Pradesh State Technological Services), the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. 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 to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.

**5. Bid Submission Acknowledgement:**

The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by

		the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS (Andhra Pradesh State Technological Services) are not responsible for incomplete bid submission by users.
22.	General Terms & Conditions	As per Tender Document
23	Documents to be uploaded	<p><b><u>PQ Stage:</u></b></p> <p>1. Application fee payment receipt, 2. Experience certificate, 3. Tender form duly signed in all pages. 4. EMD payment receipt, 5. GST Certificate.6 Firm PAN Card. 7 Firm registration certificate. 8. If consortium necessary document.</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](mailto:contact@vupadhi.com)  
Zippr Code: **VTSL6105**

## DETAILS OF e- Tender Notification No.Adv -00/2018

1. The tender is for appointment of Advertising Agent for installing and operation of Smart Screens in the notified bus stations for display of RTC bus timings, seat reservation information and other relevant information with ad rights in the notified bus stations for a period of 5 years.
2. Tenders are invited from reputed agencies in single bid system through e-tenders.
3. Details of bus stations allowed for installing and operation of Smart Screens are mentioned at Annexure-I
4. Tender documents can also be downloaded from the web site [http://www.apsrc.gov.in/T\\_Advertisements.aspx](http://www.apsrc.gov.in/T_Advertisements.aspx).
5. Tender document process fee of Rs. 2360/- shall be paid through RTGS to APSRTC APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name** : FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA.and the receipt of payment of processing fee shall be attached / uploaded at the time of bid submission through online.
6. Earnest Money Deposit of **Rs. 5 Lakh** shall be paid to APTS through tender submission eportal only.
7. 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.
8. APSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

CHIEF MANAGER (COMM)

Signature of the tenderer.



## TERMS AND CONDITIONS OF THE TENDER

### General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Commercial Department/APSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender
3. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
4. Tenders must be submitted online through e-procurement platform <http://tender.apecurement.gov.in/>
5. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders - for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids.
7. **Any person/agency/organization, who/which was an Agent to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing agent who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this Tender.**

### Earnest money Deposit

8. Tenderer shall pay EMD of Rs 5,00,000/- (five lakh rupees) through RTGS/ credit card/ Debit card etc through eportal only.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.

Signature of the tenderer.

10. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e. Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.

### **Forfeiture of EMD**

11. The EMD of the tenderer will be forfeited under the following circumstances.
  - I. When the tender form submitted by the tenderer is invalid.  
The Tender form is liable to be treated as invalid...
    - (a) When the EMD is not paid or when the EMD paid is less than what is stipulated in the tender.
    - (b) When the EMD is paid, in a manner other than what is stipulated in the Tender Notification.
    - (c) When Tender form with pre-conditions or additional conditions is submitted.
    - (e) When the tender is submitted in an unconcerned tender form.
    - (f) When the tender is submitted for a business other than that one notified in the tender Notification.
    - (g) When the tender form is submitted on behalf of minor, without accompanied by the necessary proof of guardianship.
    - (h) When the Tender form is submitted by the person/ Agency who attracts clause 6 above.
  - II. When the successful tenderer fails to pay the Security deposit or guaranteed deposit within 30 days from the date of issue of allotment letter for the contract.
  - III. When the successful tenderer backs out from taking up the contract, for whatsoever reason.
  - IV. When the successful tenderer fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.
  - V. If the rates quoted in the tender application form and in e-portal are different, then the application is treated as invalid and the tenderer will be disqualified and the EMD will be forfeited

### **Submission of Tender:**

12. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.
13. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should at once intimate and obtain clarification prior to submission of the tender.

Signature of the tenderer.

14. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization shall be attached / uploaded along with tender document in the e-portal.
15. Tenderer shall upload/ attach the scanned copies of experience certificates in the relevant field along with the tender form in the eportal.
16. The successful bidder shall submit documentary evidence such as Aadhar card, PAN card, experience in the relevant field etc at the time of entering into agreement beside uploading while tender submission through e-portal.
17. The tender shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted before closing date and time of e-tenders. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason duly forfeiting EMD .
18. The tenderer shall quote the lumpsum amount to be paid to corporation per annum for the contract ie., for installation and operation of Smart Screens screens with ad rights in notified bus stations at annexure -I. The tenderer shall not quote taxes, levis etc in e-portal except the base price to be paid to Corporation.
19. The license fee during the first year of contract period is the amount agreed to be paid to the Corporation towards license fee (excluding taxes and levis etc.,) in tender application form and the amount quoted in e-portal. There shall not be any ambiguity in the rate quoted in the tender application form and the rate quoted in the e-portal. If the rates quoted in the tender application form and in e-portal are different, then the application is treated as invalid and the tenderer will be disqualified and the EMD will be forfeited.
20. The license fee shall be enhanced by 10% every year over previous year license fee from 2<sup>nd</sup> year onwards.

**Opening and Evaluation:**

21. The e-Tenders will be opened in the Office of Chief Manager (COMM), APSRTC, RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
22. In the event of the date specified for opening of tender being declared as a holiday for APSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
23. The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes levis etc) in the prescribed column of e-portal and shall not fill taxes/ levis column of e-portal.
24. The Bids will be evaluated by e-portal basing on the highest base price ie., Licence fee offered for the first year of contract and tender will be awarded to the tenderer whose offer is the highest, after negotiations and recommendations made by Tender Committee constituted for this purpose.
25. If two tenderers offer the same amount, the decision of the tender evaluation committee in awarding the contract is final.

Signature of the tenderer.

### **Tender Evaluation Committee**

26. e-portal will generate highest bidders list based on the quoted amount in base price column and the Tender Evaluation Committee constituted by the APSRTC shall verify (ignoring the amounts quoted towards taxes, levis etc.,) and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
27. Any approach from the tender representative or his agent trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

### **Amendment of Tender Document:**

28. At any time prior to the date of submission of proposals, APSRTC may for any reason, whether at its own initiative or in response to a clarification/request by a prospective Tenderer modify the Tender Document by issuing an addendum.

Any Addendum thus issued shall become a part of the Tender Document and will be posted on the website <http://tender.apecurement.gov.in/> or [www.apsrtc.ap.gov.in](http://www.apsrtc.ap.gov.in)

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

### **Allotment of contract**

29. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement with Chief Manager (COMM) at Head Office within 30 days from the date of issue of allotment letter duly paying requisite Security Deposit and Guaranteed deposit at Corporate office to Chief Manager(COMM).

### **Termination of tender process**

30. APSRTC may terminate the tender process at any time and without assigning any reason. APSRTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

Signature of the tenderer.

## GENERAL CONDITIONS OF THE CONTRACT

### **Nature of Business:**

1. The Contract is for installation and operation of Smart Screens at agents own cost in the covered (under roof) of the notified bus stations at annexure - I. The advertising agent shall install Smart Screens, servers, networking and other related fixtures at his own cost. The advertising agent shall display RTC live information (i.e., Bus arrival & Departure timings, seat availability in reservation services, special services and other information of APSRTC) in the screens provided at specified locations and Advertisements in equal intervals of time, necessary software for display of live information shall be developed by the agent at his own cost.
2. The agent will be allowed to display RTC live information (i.e., Bus arrival & Departure timings, seat availability in reservation services, special services and other information of APSRTC) and Advertisements in equal intervals of time.
3. Each smart screen should display the particular information provided by RTV based in the platform on which the screen is installed. (The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender & know the potentiality of Bus Station).

### **Period of contract:**

4. The period of contract is for 5 years.
5. **Permitted:** The successful tenderer will be allowed to install Smart Screens in the covered premises of notified bus stations only.

### **Not permitted:**

6. The successful tenderer is not permitted to install Smart Screens other than in the space allotted by concerned Regional Manager/ Dy.Cheif Traffic Manager/ATM in the covered area of the Bus stations.
7. The successful tenderer will not be allowed to display ads through any media other than the Smart Screens installed by the advertising agent.

### **MINIMUM PERIOD OF BUSINESS:**

8. The Advertising Contractor shall carryout the business for a minimum period of one year from the date of commencement of the contract.
9. In the event of the Advertising Contractor seeking premature termination of contract within the stipulated one year period, the Advertising Contractor is liable to pay the monthly license fee for the left over period of one year.  
If the Contractor clears the balance contract amount for the left over minimum stipulated period of one year, the security deposit will be refunded.
10. In case the Contractor fails to pay the amount which falls short of the amount payable for one year, Corporation has the right to adjust the security deposit and guaranteed deposit paid by the Contractor towards the dues payable by the Contractor. The balance amount, if any will be refunded to the Contractor.

### **SECURITY DEPOSIT:**

11. The successful tenderer has to pay an amount equivalent to six months highest license fee ( license fee during 5<sup>th</sup> year of contract) towards Security Deposit of contract within 30 days from the date of issue of allotment letter for the contract.

Signature of the tenderer.

The Security deposit shall be paid to the CHIEF MANAGER (COMM), A.P.S.R.T.C., RTC House, PNBS, Vijayawada., through Demand Draft obtained from any Nationalized Bank/Scheduled Bank other than Co - operative Bank located in Andhra Pradesh in favour of Finacial Advisor, A.P.S.R.T.C., Vijayawada, payable at VIJAYAWADA.

12. The security deposit will not carry any interest and will be refunded to the Contractor after one month from the date of completion of contract period, after adjusting the dues, if any payable by the advertising Contractor to the Corporation.
13. The security deposit will not be adjusted towards monthly License fee payable by the advertising Contractor, during the period of contract.  
In case of termination of contract due to breach of terms and conditions of contract / agreement, corporation shall have the right to adjust the security deposit and guaranteed deposits paid by the advertising Contractor towards the dues payable to the corporation and to forfeit the balance security deposit & guaranteed deposit, in favor of corporation.

**Guaranteed Deposit:**

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

The guaranteed deposit shall be furnished in addition to security deposit. **The guaranteed deposit will be returned after completion of 9 months period.**

The corporation shall have the right to adjust the guaranteed deposit at any time towards the due amounts payable to the corporation, if the advertising Contractor defaults in payment of monthly license fee amount or penalty, or for breach of any terms and conditions of the agreement

**Agreement:**

- 14) The successful tenderer shall enter into an agreement with the corporation duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract after payment of security deposit and Guaranteed deposit.
- 15) Failure to pay security deposit, failure to guaranteed deposit and failure to enter into agreement within the stipulated period shall render cancellation of allotment of contract, the EMD / security deposit and guaranteed deposit paid shall be liable for forfeiture.

**Payment of contract amount:**

16. The contract amount payable by the advertising Contractor shall be paid as under:
  - a) The amount payable for each year shall be divided into 12 equal monthly parts and the advertising Contractor shall pay each monthly license fee amount **in advance** on or before 10<sup>th</sup> day of the month to the concerned Regional Manager, APSRTC, through demand draft obtained in favour of FA & CAO, APSRTC, Vijayawada payable at Vijayawada.
  - 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.

Signature of the tenderer.

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

### **Electricity Charges:**

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

### **Penalty Clause :**

18. If the Advertising Contractor is found displaying advertisements unauthorizedly in Bus stations or commits any breach of Terms and conditions of the agreement, a penalty up to a maximum of Rs.1000/- on each occasion will be imposed , besides taking other action as he thinks fit and proper.
19. If advertising contractor fails to develop and deploy the software to display RTC information ie., Bus arrival & Departure timings and seat availability in reservation services and other special services within a period of 3 months from the date of commencement of contract, a penalty of Rs. 500/- per each day will be imposed, besides taking other action as he thinks fit and proper.

### **Default in Payment:**

20. If the advertising Contractor fails to pay the monthly license fee for three consecutive months, or fails to pay the monthly license fee within stipulated period thrice during the course of a calendar year, or commits breach of any conditions of the agreement, the Corporation shall have the right to take any one or all the following actions:
- a) to order to stop display of advertisements.
  - b) to adjust the guaranteed deposit amount towards due amounts payable to the Corporation
  - c) to adjust the security deposit towards license fee dues
  - d) to terminate the contract.
- In case contract is terminated, corporation shall have the right to adjust the deposits (Security deposit and guaranteed deposit amount) towards all the dues payable to the corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of deposit amount.
21. 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.

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

**Conclusion of Agreement :**

23. The Contractor is responsible to remove the Smart Screens from the Bus stations after expiry of the contract period. The contractor shall not resort for display of advertisement in any Bus station after completion of the contract period.

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

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

**Termination of Contract**

24. At any point of time during the subsistence of the contract, the contract can be terminated by the Corporation giving one month advance notice without assigning any reason. In such a case Security Deposit is returnable, after adjusting dues. In such circumstances, the deposits (Security Deposit & Guaranteed Deposit) which may remain to the credit of the Corporation will be refunded after all the dues payable to the corporation have been settled. Corporation shall not be liable to pay any damages that the Contractor may suffer on account of such termination.
25. The contractor can withdraw from the contract by giving three months advance notice to corporation after completion of the minimum period of business. The Security Deposit is liable for forfeiture in case the contractor withdraws from the contract without giving three months' notice to the Corporation.  
However, the Contractor is permitted to exercise this option only on completion of minimum stipulated period of one year.
26. In case of breach of terms and conditions of the contract, corporation shall have the right to terminate the contract with a one month advance notice. In such case the security deposit and guaranteed deposit is liable for forfeiture.
27. **Software Development:**
  - a) The contractor appointed shall develop software for displaying dynamic information to the passengers in the screens installed in the bus stations within a period of 3 months.
  - b) The software developed by the agent shall integrate with the APIs of different software's of APSRTC for Bus Arrival/ Departure information and seat availability information. Delay in development and deployment of software is liable for imposing penalty on the agent.



Signature of the tenderer.

- c) The required hardware and software to display the specific platform wise timings as provided by APSRTC shall be procured by the agent.
- d) API integration has to be done with APSRTC, VT & PS ( Vehicle tracking & Positioning) application to get the required platform wise Departure / Arrival timings.

**General Terms:**

- 28. The smart screens / LFDs installed by the agent shall be branded and shall be of size 48” .
- 29. The advertising Contractor shall install Smart Screens along with required infrastructure, accessories, internet connections, software etc., in the notified bus stations broadly at enquiry counters, reservation counters, platforms, passenger lounges, waiting halls (wherever applicable), cafeterias, dormitories etc., as may be decided by the local authorities of CORPORATION.
- 30. The advertising agent shall display live information pertaining to bus arrival & departure timings, seat availability for reservation services, important announcements and any marketing or schemes/ programs of APSRTC etc., as proposed by APSRTC in prescribed formats in the screens installed in bus stations with Advertisements. The advertisement agent shall develop software such that it shall display the live information of APSRTC in the screens, live information as per the data format provided by APSRTC.
- 31. The Regional Manager shall have the right to reject or modify the proposal submitted by the advertising Contractor or may reduce the number of smart screens in the bus station proposed by the Contractor.
- 32. The advertising Contractor shall follow guidelines and work in close coordination with concerned departments such as electrical, civil engineering, IT etc., of APSRTC for erection of screens, without causing any damages to the existing infrastructure, civil structures, electrical and network cables, fixtures etc.
- 33. The advertising agent shall display relevant information pertaining to APSRTC broadly in the following categories:
  - a. Bus Schedules, Time Tables
  - b. Arrival/Departure information
  - c. Availability of Seats for reservation services
  - d. Special information / announcements such as special services, cancellations etc.,
  - e. Display relevant content to every screen such as screens at reservation counters will display reservation availability, screens on platforms, passengers lounges display arrival/departure information along with flashing platform numbers, screens at reception and other prominent places display time tables and schedules. Though the place wise screens prioritize data as indicated, they will also display information of other categories randomly.
- 34. The information pertaining to APSRTC to be display in digital screens shall be provided by APSRTC.
- 35. The advertising Contractor shall install the Smart Screens in the Bus stations, at his own cost, including electric wiring, equipment, networking etc.

Signature of the tenderer.

36. Corporation shall have the right to operate any Bus station or not to operate any bus station depending upon its exigencies. The Corporation at its discretion shall have the right to make use of the bus station for any other purpose - other than for the use of passengers/buses. The advertising Contractor shall not have any right or objection in making use of the bus station/bus station building/premises of the Corporation for other purposes.
37. The advertising Contractor shall comply with all the laws, rules and procedures laid down in the local/ within the territorial limits, in which the business is carried out and he/she shall pay all the Taxes, fees, or other sums payable to the local authorities for the purpose of carrying on the business of display of advertisements through Smart Screens in the bus stations and there shall be no dues payable to any authority.
38. The advertising Contractor shall have to obtain certificate or permission or license as may be necessary or required from the concerned authorities of Central Government/State Government /Local Body for display of advertisements through Smart Screens / Tvs.

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.

39. The Advertising Contractor shall not undertake any advertisements for display, which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public, political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising Contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.

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

The Advertising Contractor shall not undertake any advertisements for display beyond the date of expiry of the agreement.

40. Corporation reserves the right to appoint another Contractor to display advertisements through any media ie., Boards & TVs fitted to the cladded pillars, CCTVs, hoardings, Unipoles, electronic digital screens, in covered / uncovered premises of bus stations etc in the premises of all the Bus stations and the Contractor appointed for display of advertisements through Smart screens in bus stations shall not raise any objection nor shall claim any revenue thereof.
41. The advertising Contractor shall have to obtain permission from the AP TRANSCO authorities for all the required electricity connections. The Contractor shall arrange a separate energy meter to record the consumption of electricity for display of Ads through Smart Screens and pay the charges as calculated by the corporation.
42. The Advertising Contractor shall submit the advertisement to the Regional Manager concerned specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.

Signature of the tenderer.

43. The Regional Manager at Region shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable against the interests of the Corporation or the general public or not worthy for display.  
No advertisement shall be displayed without the prior written approval of the Regional Manager.
44. Even, when the advertisement is approved by the Regional Manager, Chief Manager(Comm) at Corporate Office shall have the right either to reject the advertisement or to ask for modification, if in its opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public.
45. The advertising Contractor shall display advertisements through Smart Screens 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.
46. The advertising Contractor shall display advertisements through Smart Screens in the Bus stations only during the period (in day or night) as fixed by the Regional Manager from time to time.
47. 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.
48. The advertising Contractor is liable for the damages caused to the Bus stations in the course of installation of through Smart Screens system - during display of advertisements in the Bus stations or in the course of removing the equipment / machinery fixtures etc., from the Bus stations. The advertising Contractor shall have to repair the damage or remit the cost of damages as assessed by the Corporation, failing which, the cost of damage will be recovered from the security deposit or by adjusting the guaranteed deposit.
49. The Corporation is not accountable for any loss or damage that the advertising Contractor may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.
50. The Advertising Contractor shall not appoint other firms/agencies/ individuals as sub-Contractors to carry out the business of display of advertisements through Smart Screens system in the Bus stations.
51. The advertising Contractor shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements through smart screens installed.
52. The advertising Contractor shall have to pay the contract amount as quoted in the Tender/as finalized by Tender Committee, irrespective of display of advertisements through Smart Screens.
53. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc., installed in the Bus stations by the advertising Contractor.
54. 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.

55. The advertising Contractor shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through the media allotted in the tenders. The persons engaged by the advertising Contractor shall not have any right or claim whatsoever, for employment in APSRTC at a future date.
56. The advertising Contractor shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under, from time to time like payment of P.F., Minimum wages as prescribed by the Govt. of A.P and submit the proof of compliance. The Agent/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions contract labour ( Regulation & Abolition) Act, 1970.
57. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person / workmen engaged by the Advertising Contractor in connection with display of advertisements through Smart Screens or in case of death or injury caused to any person/ public during the course of carrying out his business. The Advertising Contractor is liable to bear all expenses and for payment of compensation in such cases.
58. APSRTC reserves right to order the contractor/ agency to remove through Smart Screens installed in any bus station during subsistence period of agreement. If alternative space for installing electronic digital screens was not provided in the bus stations, the commensurate license fee for the screens removed as per the request of Corporation shall be deducted from license fee payable by the Ad agent.
59. In case the advertisements are not displayed due to electricity breakdown/ bundhs/ war/ fire / agitations/ strikes or for any other internal or external factors, for a particular period or periods - the Corporation shall not be liable for any loss or damage caused to the advertising Contractor.
60. The advertising Contractor shall not employ, associate or include as business partner any person who was advertising Contractor of the Corporation and defaulted in payment of contract amount.  
In case, it comes to the notice of the Corporation that the advertising Contractor has employed/associated/included such person in carrying out the business, the Corporation shall have the right to terminate the contract, if the Contractor does not respond to the notice given by the corporation to delete such persons.
61. The business shall be carried out only on the name/firm, as the case may be, that was specified on the Tender form, while submitting the tender. During the course of contract, the Agent/Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
62. The advertising Contractor shall not add additional screens at any place without the prior written approval of APSRTC. The license fee shall be fixed for additional screens as per the License fee per LFD prevailing at that point of time.

63. The Managing Director of APSRTC, reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The tenderer shall have no cause of action or claim against APSRTC or its Officers, employees - successor - assignee for rejection of his/her tender.
64. The Managing Director of APSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition / conditions during the contract period. The Agent/ Agency has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the Corporation at his/her/its cost.
65. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract with one month notice besides forfeiture of deposits.
66. 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.
67. If any dispute arises between the advertising contractor and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Hyderabad for the state of Andhra Pradesh and the State of Telangana will only have jurisdiction.

Signature of the tenderer.

CHIEF MANAGER( COMM )

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

Sir,

Sub:-**TENDERS** - Submission of Tender for appointment of Advertising Contractor for display of Bus arrival & departure timings, seat availability in reservation services along with advertisements through Smart Screens in the Bus stations (within built up area) for a period of five years - Reg.

Ref: Tender Notification No: Adv 00/2018

I/We hereby submit Tender for appointment as Advertising Contractor for installation and operation of Smart Screens system in the Bus stations (within built up area) for display of Bus arrival & departure timings, seat availability in reservation services along with advertisements for a period of five years, after carefully going through the Terms and Conditions and other rules stipulated by the corporation, which are made available to me/us, along with the Tender Form.

Encl: Tender form

Place:

Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)  
along with seal

Address:

**Annexure -I**

**List of bus stations and the no. of screens allowed in each bus station**

SI No	Reg	Bus station	No. of screens
1	NEC	Srikakulam	10
2		Ichapuram	6
3		Vizianagaram	10
4		Parvatipuram	6
5		Bobbili	6
6	VSP	Visakhapatnam - Dwaraka	20
7		Maddilapalem	16
8		Gajuwaka	16
9		Anakapalli	8
10		Simhachalam	4
11	EG	Kakinada	15
12		Rajahmundry	15
13		Annavaram	6
14		Tuni	6
15		Amalapuram	6
16		Ravulapalem	6
17	WG	Eluru	12
18		Tanuku	6
19		Bhimavaram	6
20		Tadepalligudem	6
21		Nidadavolu	6
22		Dwaraka Tirumala	6
23	Kri	PNBS - Arrival & Departure Blocks	37
24		City Bus Terminal	12
25		Gudivada	8
26		Nandigama	8
27		Machilipatnam	8
28		Jagayyapeta	6

SI No	Reg	Bus station	No. of screens
29	GNT	Guntur	20
30		Narasaraopet	6
31		Tenali	6
32		Bapatla	6
33		Sattenapalle	6
34	OGL	Ongole	16
35		Chirala	8
36		Giddalur	8
37	NLR	Nellore Main Bus stn	16
38		Nellore PSR Bus station	10
39		Gudur	8
40	CTR	Chittore	16
41		TPT - CBS	25
42		TPT - Srinivasa	15
43		TPT - Saptagiri	15
44		Srikalahasti	8
45		Kuppam	6
46	KDP	Kadapa	12
47		Proddutur	8
48	KRN L	Kurnool	16
49		Nandyal	8
50		Allagadda	6
51		Srisailam	6
52	ATP	Mantralayam	6
53		Anantapur	16
54		Dharmavaram	8
55		Puttaparthi	8
56		Hindupur	8

## Tender application form

<b>Affix latest passport size photo with self attestation</b>
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To  
The CHIEF MANAGER( COMM ),  
A. P. S. R. T. C.  
RTC House, PNBS,  
Vijayawada.

Sir,

Sub:- **TENDERS** - Submission of Tender for appointment of Advertising Contractor for display of Bus arrival & departure timings, seat availability in reservation services along with advertisements through Smart Screens in the Bus stations (within built up area) for a period of five years - Reg.

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

Telephone No.

- 4) Permanent residential address :

Telephone No. :

- 5) Email/Website address :

- 6) Tender document fee :

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



7) Annual turnover  
(in Lakhs):

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

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

10) I/we hereby agree to be appointed as advertising Contractor for display of APSRTC live  
information along with advertisements through Screens at our own cost for in the Bus  
stations (within built up area) of and I/We hereby submit our offer as detailed below:

<b>AMOUNT OFFERED PER ANNUM DURING FIRST YEAR OF CONTRACT</b>	
<b><u>In figures</u></b>	<b><u>In Words</u></b>
<b>Rs</b>	

11) I/We have perused the terms and conditions of the tender for appointment of advertising  
Contractor and hereby agree to abide by the said conditions.

12) I/we have carefully read and understood the terms and conditions of the tender and of the  
contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated.  
In the event of my/our failure to abide by any of the Terms and Conditions, the EMD  
amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)  
along with seal/stamp

**ANNEXURE - III**

Following person is here by authorized for submission of e-tenders invited vide notification No. Adv 00/201/ (C1/ 9(12) / 2018 - CM (COMM), for installing and operation of Smart Screens / TVs with ad rights in covered premises specified bus stations of 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.