

ఆంధ్రప్రదేశ్ రాష్ట్ర రోడ్డు రవాణా సంస్థ

నెం. ఒ2/337(4)/2018-ఆర్.యం(ఒ)

రీజనల్ మేనేజర్ వారి కార్యాలయము,
ఒంగోలు, తేది. 23.06.2018.

"టిండర్ ప్రకటన"


ఆంధ్రప్రదేశ్ రాష్ట్ర రోడ్డు రవాణా సంస్థ ప్రకాశం రజియన్ పరిధి లోపల గల బస్ స్టేషన్ల లోని ఫిల్టర్ కు (స్థంభములకు) అమర్చిన L.E.D టెలిలలో వివిధ వ్యాపార సంస్థలకు సంబంధించిన ప్రకటనలు చూపుట మరియు స్థంభములకు అమర్చిన బోర్డుల మీద ప్రకటనలు ప్రదర్శించు కొనుటకు ఏలు కలుగ జేస్తూ అనుమతించుటకు అసక్తి కలిగిన సంస్థల నుండి కాంట్రాక్టు కొరకు పీల్డ్ టెండర్లు పిలవబడుచున్నవి.

టిండర్ ఫారములను 1).ఒంగోలు బస్ స్టేషన్ కు రూ. 1,770/- (రూ.1500/- x 18% GST) . 2). అద్దంకి. కందుకూరు, కనిగిరి, మార్కాపురం, పొడిలి, దర్ప, చీరాల మరియు సింగరాయకొండ బస్ స్టేషన్ల కు రూ. 885/- (రూ.750/- x 18% GST) లను చెల్లించి తేది. 25.06.2018 నుండి 05.07.2018 వరకు అన్ని పని దినములలో ఉదయం 10.30 గం.ల నుండి సాయంత్రము 05.00 గంటల వరకు పొంద వచ్చును.

నిర్దేశించిన దరావత్తు సొమ్మును ఏ దేని జాతీయ బ్యాంక్ నుండి అకౌంట్స్ ఆఫీసర్ ఏ .సి.యస్.ఆర్.టి సి., ఒంగోలు వారి పేరున చెల్లుబాటు అగునట్లు డి.డి. ని పొంది సదరు డి.డి. పూర్తి చేసిన టెండర్ ఫారం తో జతపరచవలెను. టెండర్ దారుని పేరు మీదనే టెండర్ ఫారం ను కొనుగోలు చేయవలెను. టెండర్ ఫారం మార్పిడి చెల్లదు.

పూర్తి చేసిన టెండర్ ఫారంను దరావత్తు సొమ్మునుకు తీసిన డి.డి. ని మరియు గత అనుభవము మరియు సామర్థ్యము నకు సంబంధించిన కాపీలను జతపరచి, రీజనల్ మేనేజర్ వారి కార్యాలయం, ఒంగోలు నందు ఏర్పాటు చేసిన టెండర్ బాక్స్ నందు 06.07.2018 తేదిన ఉదయం 10.30 గం. నుండి మధ్యాహ్నం 02.00 గంటలలోపు దాఖలు చేయవలెను. అదే రోజున మధ్యాహ్నం 03.00 గంటలకు టెండరు దారుల సమక్షములో తెరువబడును.

ఎట్టి కారణములు తెలుపకనే టెండర్లను తిరస్కరించుటకు మరియు రద్దు చేయుటకు ఏ .సి.యస్.ఆర్.టి సి. కి అధికారము కలదు.


ప్రాంతీయ అధికారి, ఒంగోలు

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

TENDER NOTIFICATION

No.O2/337(4)/2018-RM(O)

Office of the Regional Manager,
Ongole, dt. 23.06.2018

**(TENDERS CALLED FOR ADS. ON LED TVs AND BOARDS ON CLADDED
PILLARS IN BUS STATIONS OF PRAKASAM REGION)**

TERMS AND CONDITIONS

- 1) Any individual interested can participate in the tenders.
- 2) The tender is for allotment of Contract for display of Advertisements on LED TVs and Boards on Cladded Pillars in bus stations of Ongole Region on the basis of "Payment of Monthly License Fee to the Corporation by the Contractor"
- 3)A) The Tenderer who quotes highest monthly License fee will be awarded. In case if there are more number of Qualified tenderers who quotes highest equal amounts and satisfies all other qualifying parameters, in such a case of tie among equal quoted Qualified tenderers, lottery will be taken in the presence of the tenderers on the same day of tender and successful tenderer in the lottery will be awarded the contract.
- B) The tenderer shall quote his for all TVs and Boards on any bus station. Piece meal quotation for some TVs and some Boards will not be accepted.
- 4) The Security deposit amount is fixed equivalent to the THREE months License fee. The security deposit will not carry any interest. Separate tender form should be submitted for each Bus Station by the tenderer as per Annexure- A.
- 5) Bus Station wise TVs & Boards available, EMD amount payable are mentioned at above ANNEXURE-A.
- 6) The contract is for a period of (1) One year.
- 7) The Tender must be submitted in the prescribed tender form duly signed by the Tenderer only. The Tender form is not transferable. If the tender form after purchase is transferred in some others name, the tender quote shall be treated as invalid and rejected besides imposing the penalty of Rs.10,000/- or forfeiture of 25% of EMD whichever is less.
- 8) Each Tender form shall be accompanied by a Demand draft drawn from any Nationalized Bank for an amount mentioned at ANNEXURE-A towards EMD. The Demand Drafts shall be obtained in favour of "ACCOUNTS OFFICER, APSRTC, ONGOLE".
- 9) The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of tenders. The Corporation shall not be responsible for any delay in refund of EMD due to reasons beyond its control in finalizing tenders, such as court etc.
- 10) The Tender form shall be completed in all respects, affixed with a recent passport size photograph, in a sealed cover duly super scribing on the cover with name of the work.

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- 11) Tender Box will be placed in the office of the Regional Manager, APSRTC, Ongole. The time and date for submission of completed Tender form is from 10.30 hours to 14.00 hours on **06.07.2018** and the tenders will be opened in the office of the Regional Manager, APSRTC, Ongole at 15.00 hours on the same day in the presence of the tenderers. Tender will be allotted after obtaining approval of competent authority.
- 12) The Tender once submitted will not be permitted to be withdrawn. Corporation will not be responsible for the delay in finalizing tenders for reasons beyond its control.
- 13) The tender form will be rejected under the following circumstances.
 - a) When incomplete tender form is submitted or tender form with Pre-conditions or additional conditions is submitted.
 - b) Received after the stipulated time and date,
 - c) Tender forms not accompanied by valid Demand Draft towards EMD,
 - d) When the EMD is paid through other forms i.e. in a manner other than what is stipulated in the Tender Notification.
 - e) When the tender is submitted in an unconcerned Tender form.
 - f) When the tender is submitted for the business other than that notified in the tender.
 - g) If signed terms and conditions not enclosed.
 - h) When the Tenderer fails to quote the monthly license fee payable to the Corporation.
- 14) The EMD of the tender will be forfeited under the following circumstances:
 - a) When the EMD paid is lesser than what is stipulated in the tender.
 - b) the successful tenderer has to pay the security deposit and also enter in to the agreement with the Regional Manager, APSRTC, Ongole within 15 days from the date of receipt of communication (intimation) issued from the Regional Manager's office, otherwise the EMD will be forfeited to the Corporation accounts.
 - c) If the successful tenderer back out from taking -up of the Contract, for whatsoever reason.
- 15) The Regional Manager / Tender committee reserves the Right to reject any tender or all the tenders without assigning any reasons thereof. The decision of the tender committee is final and no correspondence will be entertained. Tenderer shall have no cause of action or assignee for rejection of his tender.

- 16) The successful tenderer has to take up the work contract after entering into the Agreement within the 15 (fifteen) days from the date of entering into the Agreement. Otherwise the Contract is liable for termination and the SECURITY DEPOSIT will be forfeited without any further notice.
- 17) The Successful tenderer has to pay the requisite stamp duty while entering into an agreement as per amendment made to the Indian stamp duty Act-1899.
- 18) The successful Tenderer has to attend for minor repairs shall bear to make good any loss or damages caused to the premises and property therein of the Corporation by the workers/employees, while rendering the said services.
- 19) **PAYMENT OF CONTRACT AMOUNT:** The Advertising Contractor shall pay monthly license fee on or before 10th day of every month to the Depot. Manager, APSRTC, ONGOLE through Demand Draft obtained in favor of Accounts Officer, APSRTC, Ongole payable at Ongole.
- 20) In the event of delay in payment of monthly installment amount, the Advertising Contractor is liable to pay penalty for each day of delay beyond the due date @36% per annum in addition to the installment amount.
- 21) The Advertising Contractor shall have to pay electricity charges to the respective unit officers as decided by the Corporation from time to time and if any delay in remitting the Electricity charges will attract a penalty @36% per annum for the period of delay. Contractor should erect sub-meter on his own expenditure
- 22) The successful tenderer shall undertake to carry out the contract work of advertisements on LED TVs and Boards on Cladded Pillars of Advertisements on pillars at Central Bus Station. If the successful tenderer fails to render proper service to the satisfaction of the Corporation or breach of any of the conditions mentioned therein, the Corporation reserves the right to terminate the contract duly forfeiting the Security Deposit.
- 23) The successful tenderer shall not sub-lease or allot sub contract to any other person.
- 24) If the Advertising Contractor fails to pay monthly installments for two 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 condition of the agreement, the Corporation shall have the right to take any one or all the following actions.
 - a) Order to stop playing of LED TVs and Boards in Bus station.
 - b) Terminate the contract agreement duly forfeiting the Security Deposit.
- 25) The Advertising Contractor Shall display advertisements through LED TVs and Boards in the Bus Station as on the date of commencement of contract except the following :

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- a) Such of those Bus Stations that would be commissioned after the date of commencement of contract.
 - b) Bus Stations which are specifically excluded of display of any commercial advertisings by an order of Managing Director of Corporation.
- 26) Corporation reserves the right to appoint another Contractor to Display Advertisements through LED/LCD and Boards etc., in the premises of all the Bus station of Ongole Region. The contractor shall not raise any objection and shall not claim any revenue thereof.
- 27)(i) The Advertising Contractor shall comply with all the laws, rules and producers Prevailing in the local/within the territorial limits, in which the business is carried and 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 LED TVs and Boards in the bus station and there shall be no dues payable to any authority.
- (ii) The Advertising contractor shall pay GST @18% or at the rate as fixed by the Government of India from time to time, on the contract amount payable to the Corporation, apart from payment of contract amount as agreed to be paid to the Corporation.
- (iii) The Contractor shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for under taking such business activities.
- 28)(a) All Entertainment programs played through LED TVs and Boards shall be within the purview of copy right act and other statutory provisions. The necessary license shall be obtained by the contractor at his own cost.
- (b) The Advertising Contractor shall have to obtain certificate or permission or license as may be necessary or required from concerned authorities of Central Government / State Government / Local Body, for display of advertisements through LED TVs and Boards.
- 29)(a) The Advertising Contractor shall not undertake any advertisements for display, which may be offend decency, good morals, social ethics or may promote ill-will or hatred amongst any classes 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.
- (b) The Advertisement Contractor shall not display advertisements concerning tobacco, tobacco products, liquor, alcoholic products- narcotic obscene material or any orders issued by the Government of Andhra Pradesh / Government of India / Corporation from time to time.
- 30)(i) The Advertising Contractor shall submit the advertisement details to the Regional Manager specifying the subject matter of advertisement, periodicity and time of display advertisement etc. for approval.

- (ii) The Regional Manager shall have the right to reject whole or part of the advertisement, if the advertisement is objectionable against the interests of the Corporation or general public or not worthy for display.
- (iii) The Advertising Contractor shall not undertake any advertisements for display beyond the date of expiry of the agreement.
- 31) The Advertising Contractor shall display advertisements through LED TVs and Board Systems 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.
- 32) The Advertising Contractor shall display advertisements through LED TVs and Boards System, in the Bus stations only during the period (in day or night) as fixed by the Regional Manager from time to time.
- 33) The Advertising Contractor is liable for the damages caused to the TVs and Boards or any Property in Ongole Region bus stations in the Course during display of advertisements in the bus stations or in the course of removing the equipment / machinery fixtures etc. from the Bus station. The Advertising Contractor shall have to repair the damage or remit the cost of damages as assessed by the Corporation, from which, the cost of damages will be recovered from the Security Deposit or by invoking the bank guarantee.
- 34) The Advertising Contractor shall be responsible to remove all his equipment material from the bus station, after completion of contract period. In case, the Advertising Contractor fails to remove any material from bus station, after completion of contract Period, the Regional Manager shall have the right to remove such advertisement material and to dispose of the same in any manner as he feels fit and proper. The Advertising Contractor shall reimburse the costs involved in removing such Advertising material.
- 35) The Corporation reserves the right to utilize 10% time of LED TVs and Boards in bus station for display of advertisements relating to the activities of Corporation and the Advertising Contractor shall not have any objection nor Contractor shall display arrival and departure timings of busses on the LED TVs and Boards for information of travelling public, free of cost. However the content of such display pertaining to APSRTC shall be approved by the Corporation.
- 36) The Corporation is not accountable for any loss or damage that the advertising contractor may suffer on account of any advertising displayed or not displayed for any other cost.
- 37) The Advertising Contractor shall not appoint other firms / agencies / individuals as sub contractor to carry out the business of display of advertisements through LED TVs and Boards in the Bus stations.
- 38) The contractor can be terminated by the Corporation giving one month notice.
- 39) 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 LED TVs and Boards.

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- 40) If the Advertising Contractor is found displaying advertisements unauthorized or commits any breach of terms and conditions of the agreement, the Regional Manager is empowered to impose a penalty, up to a maximum of Rs. 1000/- on each occasion, besides taking other action as he thinks fit and proper.
- 41) The Advertising Contractor shall not engage persons below the age of 18 years for the purpose of carrying out the business of display of carrying out the business of display of Advertisements through LED TVs and Boards system. The persons engaged by the advertising contractor shall not have any right or claim whatsoever, for employment in APSRTC at future date.
- 42) The Advertising Contractor shall comply with the provisions of all Acts of Government relating to labor and the Rules and Regulations made there under, from time to time like payment of P.F., ESI, Minimum wages etc. as prescribed by the Govt. of A.P and submit the proof of compliance. The Contractor shall at all times indemnify the corporation all claims, damages for Compensation under the provisions of all laws and Acts pertaining to the Labor engaged by it.
- 43) The Contractor shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by Corporation.
- 44) The Corporation is not liable to pay compensation in case of death or injury (simply / grievous) caused to any person / workmen engaged by the Advertising Contractor in connection with display of advertisements through LED TVs and Boards System or in Case of death or injury caused to any person / public during the course of carrying out The business. The Advertising Contractor is liable to bear all expenses and for payment of compensation in such cases.
- 45) The contractor should adhere to all acts and laws in force applicable to his / her business and for any violation of such laws, the sole responsibility lies with the licensee. In case the Advertisements are not displayed due to electricity breakdown / bundh / wars / fire / floods / agitation / strikes or for any other internal or external factors, for a particular period or periods - the Corporation shall not be liable for any loss of business or damage caused to the Advertising Contractor.
- 46) 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.
- 47) 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 fails to Disassociate with such person / Agency even after informing to do so by the Corporation.
- 48) 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 Contractor the Contractor shall not be allowed to change the name of the Agency or to transfer the Agency. However in deserving cases after examining the relevant documents, the Corporation may consider the request for such transfer.
- 49) The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving three months notice to the Corporation.

- 50) The contractor shall perform the contract for full one year from the date of commence of the contract. 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 left over minimum stipulated period of Contract. If the contractor clears the balance contract amount for the left over minimum stipulated period of One year, the security deposit will be refunded. In case the contractor fails to pay the amount which falls short of the amount payable for One year, corporation has the right to adjust the 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 by the Licensor.
- 51) On expiry of the period of license or on its termination, as the case may be, the successful tenderer shall deliver vacant position of the premises intact to the Corporation at Seventeen hours on the last day of the contract period.
- 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 has to abide by the conditions modified / incorporated and has to Enter into a fresh agreement with the Corporation at his / her Cost.
- 53) In case of any violation of the conditions of the contract the Corporation reserves the right to terminate the contract.
- 54) 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, will be final and binding on both the parties.

ANNEXURE-A

S.No.	Name of Bus Station	No.of TV Boards	No.of Fixed Boards	EMD Amount (In Rs.)
1	Ongole	22	66	25,000
2	Kanigiri	--	44	10,000
3	Darsi	--	17	5,000
4	Markapur	--	18	5,000
5	Podili	--	20	5,000
6	Chirala	--	47	10,000
7	Kandukur	--	38	10,000
8	Addanki	--	23	5,000
9	Singarayakonda	--	32	10,000
	Total	22	305	

REGIONAL MANAGER
ONGOLE