TENDER NOTIFICATION NO: COMM 7/2024 E-TENDER ID:- 772231



# ANDHRA PRADESH PUBLIC TRANSPORT DEPARTMENT (APSRTC)

Tender document for awarding District wise Advt contracts for installation & operation of Digital big screens at agents' own cost with Advt rights at 24 Districts viz., SKLM, PPM, VZM, VSP, AKP, KKD, KNSM, EG, ELR, KRI, NTR, GNT, PLND, BPTL, PKSM, TPT, CTR, ANMA, NLR, KDP, KRNL, NDL, ATP & SSS Districts for a period of 5 years.

> O/o The Chief Manager(Comm), RTC House, PNBS, Vijayawada.

Website: http://www.APPTD (APSRTC).ap.gov.in

Signature of tenderer with seal

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#### DISCLAIMER

This Tender Document is being issued by APPTD (APSRTC) represented by Chief Manager (Commercial) for inviting e-tenders for awarding District wise advertising contracts for installation and operation of Digital big screens at Bidders own cost with advertisement rights in 24 Districts viz., SKLM, PPM, VZM, VSP, AKP, KKD, KNSM, EG, ELR, KRI, NTR, GNT, PLND, BPTL, PKSM, TPT, CTR, ANMA, NLR, KDP, KRNL, NDL, ATP & SSS Districts for a period of 5 years on such terms and conditions as set out in this Tender Document and Agreement.

It is hereby clarified that this Tender Document is not an agreement and is not an offer or invitation by APPTD (APSRTC) to any Tenderer hereunder. The purpose of this Tender Document is to provide the Tenderer(s) with information to assist in the formulation of their proposal for submission their Bids.

The purpose of this Tender document is to provide Bidders 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 APPTD (APSRTC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each Tenderer who reads or uses this Tender Document.

The information contained in this Tender Document or subsequently provided to Bidders, whether in document or verbal or any other form by or on behalf of APPTD (APSRTC) by any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document includes 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 Bidders 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. APPTD (APSRTC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

APPTD (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. APPTD (APSRTC) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document and Agreement documents.

APPTD (APSRTC) shall not be responsible for any costs or expenses incurred by the Proposers in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. APPTD (APSRTC) reserves the rights to cancel, terminate, change or modify this bid process and/or requirements of bidding stated in the Tender Document, without assigning any reason or providing any notice and without accepting any liability for the same.

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#### e - TENDER DETAILS

1.	Department Name	Andhra Pradesh Public Transport Department (APSRTC)		
2.	Circle/Division	Office of the VC&MD, Commercial Department, RTC House, PNBS, Vijayawada		
3.	Tender Number	Comma 7/2024., e-tender ID: 772231		
4.	Tender Subject	Awarding District wise advertising contracts for installation and operation of Digital big screens at agents' own cost with advertisement rights in 24 Districts viz., SKLM, PPM, VZM, VSP, AKP, KKD, KNSM, EG, ELR, KRI, NTR, GNT, PLND, BPTL, PKSM, TPT, CTR, ANMA, NLR, KDP, KRNL, NDL, ATP & SSS Districts for a period of 5 years through e-Tenders.		
5.	Period of Contract	Five years		
6.	Form of Contract	As per Tender Document		
7.	Tender Type	Open		
8.	EMD	Bidders should make payment of EMD amount to PublicTransport Department Govt. of AP through eitherDemand Draft obtained from any Nationalized Bank /Scheduled Bank in favour of APPTD, Vijayawada payable atVijayawada. The DD shall be submitted along with physicalcopies tender document and enclosures or NEFT/RTGS tothe following Current account of APPTD (APSRTC)Current Account No. 41314187169,IFSC CodeSBIN0020169BranchSBI, Sitaramapuram, Vijayawada(1) Group-1: Rs. 1,00,000/- for each District : for VSP, NTR, GNT, PKSM, NLR, TPT, KDP, KRNL & ATP Districts(2) Group-2: Rs. 50,000/- for each District : for SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts(3) Group-3: Rs. 25,000/- for each District : for PPM & AKP Districts(4) Group-4: Rs. 10,000/-		

		<ul> <li>The tenderer should also pay Rs. 100/- for each District to APTS e-portal.</li> </ul>
9	Tender document Process Fee	Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)
10.	Tender document Process Fee Payable To	Payment of Rs. 5900/- for each District should be made through NEFT/RTGS to the current Account No. 41314187169, IFSC Code: SBIN0020169, SBI, Sitaramapuram, Vijayawada.
11.	Submission of bid amount	Tenderer has to quote license fee per month payable to the Corporation during 1st year of contract excluding all taxes / levies for each District.
12	Security Deposit	Successful tenderer has to pay amount equivalent to 6 months license fee of 5 <sup>th</sup> year of contract to the Corporation towards interest free, refundable Security Deposit.
13	Bank Guarantee	Successful tenderer has to submit Bank Guarantee for an amount equivalent to 6 months license fee of 1 <sup>st</sup> year of contract to the Corporation having validity for a period of one year from the date of commencement of agreement towards refundable Bank Guarantee.
14	Tender document downloading Start date.	10.12.2024 at 10.00 am
15	Tender document downloading End date.	30.12.2024 at 05.00 pm
16	Bids Submission Closing Date	31.12.2024 at 02.00 pm
17	PQ Stage Evaluation Date	31.12.2024 at 02.30 pm
18	Price Bid Evaluation Date	03.01.2025 at 11.30 am
19	Contact Details regarding e-portal	91 9154383633, 9154383634, 7337318402, 7337318403
20	Officer Inviting Bids	Chief Manager(Comm), APPTD (APSRTC)

21	Contact Person	Chief Manager(Comm)
22	Address/E-mail ID	CM(Comm), Commercial Section, RTC House, PNBS, Vijayawada, <u>dyctmcomm@gmail.com</u>
23	Contact Details	9959222746, 9959225300, 9100940728
24	Procedure to offer Submission	The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://tender.apeprocurement.gov.in">http://tender.apeprocurement.gov.in</a> 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.apeprocurement.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 APPTD (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.
		To submit the bids, tenderers shall possess class -3 type Digital Key.
		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.apeprocurement.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.apeprocurement.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. No. 13, Dt. 07.05.2006. GST @ 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 only, no other mode of correspondence will be entertained. 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.

25	General Terms & Conditions	As per Tender Document		
26	Submission of physical copies of tender documents	Tenderers who submitted bids shall submit physical copies of all the documents enclosed in e-portal in the Office of the CM(Comm) on the day of bid submission.		
27	License fee enhancement during contract period	Every year @ 10% over previous year license fee		
28	Documents to be uploaded	<ul> <li>document,</li> <li>vii) DD or NEFT/RTGS payr payment for each Distaccount</li> <li>viii) EMD amount of Rs. (payment to APTS e-point)</li> <li>ix) NEFT/RTGS payment processing fee (Rs. 59)</li> <li>District),</li> <li>x) Proof of average advertisement business Rs. 10 lks,</li> <li>xi) Experience Certificate and</li> </ul>	e of partnership firm, Signed Copy of tender ment receipt towards EMD trict to APPTD (APSRTC) 100/- for each District rtal), receipt towards Tender 200/- separately for each Annual Turnover in for equal to or more than for minimum two years eturns filed for the latest	

#### **HOW TO APPLY**

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

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

## e-Procurement Help Desk

Vupadhi Techno Services Pvt. Ltd.
Vijayawada Office Address :
Flat No:407, 4th Floor,
Sreeram'sSneha Avenue,
Near Aravinda School, Kunchanapalli,
Tadepalli (M), Guntur (Dist) - 522501.
Andhra Pradesh.
Phone No: +91 9154383633, 9154383634, 7337318402, 7337318403
Registered Office Address :
1st Floor, Ramky Grandiose,
Sy. No: 136/2 & 4, Gachibowli,
Hyderabad - 500032.

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

#### Details of e- Tender Notification No. Comm 7/2024, e-tender ID: 772231

- 1. The tender is for awarding District wise Advertising contract for installation and operation of Digital big screens in 24 Districts viz., SKLM, PPM, VZM, VSP, AKP, KKD, KNSM, EG, ELR, KRI, NTR, GNT, PLND, BPTL, PKSM, TPT, CTR, ANMA, NLR, KDP, KRNL, NDL, ATP & SSS Districts for a period of 5 years.
- 2. Tenders are invited from reputed agencies in two bid system through e-tenders.
- 3. List of bus stations in each District allowed for installing & operation of Digital big screens are mentioned at <u>Annexure-I</u>
- 4. Tender documents can also be down loaded from the web site <u>http://www.APPTD</u> (APSRTC).gov.in/T Advertisements.aspx.
- 5. Tender document process fee of Rs. 5900/- for each District shall be paid through NEFT/RTGS only to the current Account No. 41314187169, IFSC Code: SBIN0020169, SBI, Sitaramapuram, Vijayawada. Details of payment of processing fee shall be attached / uploaded at the time of bid submission through online. Tenderer shall pay tender document process fee separately for each District.
- Earnest Money Deposit for each District shall be paid to APPTD (APSRTC) through Demand Draft obtained from any nationalized Bank / Scheduled Bank in favour of Public Transport Department Government of AP, Vijayawada payable at Vijayawada or NEFT/RTGS.

EMD of Group-1: Rs. 1,00,000/- for each District	: for VSP, NTR, GNT, PKSM, NLR, TPT, KDP, KRNL & ATP Districts
EMD of Group-2: Rs. 50,000/- for each District	: for SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts
EMD of Group-3: Rs. 25,000/- for each District	: PPM & AKP Districts
EMD of Group-4: Rs. 10,000/-	: ASR District

- 7. In addition, the bidder has to pay an amount of Rs. 100/- (one hundred) for each District to APTS e-portal towards EMD and upload the concerned receipts during bid submission in e-portal.
- 8. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
- 9. APPTD (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)

# **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/ APPTD (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 <u>http://tender.apeprocurement.gov.in/</u>
- 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 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, is disqualified from participating in this Tender.

#### Earnest Money Deposit:

8. **EMD** for each District shall be paid through Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favor of Public Transport Department Government of AP, Vijayawada payable at Vijayawada or NEFT/RTGS to the current Account No. 41314187169, IFSC Code: SBIN0020169, SBI, Sitaramapuram, Vijayawada and the scanned copy of the DDs or NEFT/RTGS details shall be attached / uploaded at the time of bid submission through online and the scanned copy of the DDs shall be attached / uploaded at the time of bid submission through online.

EMD of Group-1: Rs. 1,00,000/- for each District	: for VSP, NTR, GNT, PKSM, NLR, TPT, KDP, KRNL & ATP Districts
EMD of Group-2: Rs. 50,000/- for each District	: for SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts
EMD of Group-3: Rs. 25,000/- for each District	: PPM & AKP Districts
EMD of Group-4: Rs. 10,000/-	: ASR District

- 9. Bidders have to pay Rs. 100/- for each District through APTS e-platform towards EMD in addition to EMD amount for each District.
- 10. No exemption of EMD is allowed to any Government Organizations / SSIs / MSME, etc.
- 11. The EMD will not carry any interest. The EMD paid to APPTD (APSRTC) 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 any reason in finalizing Tenders i.e. Administrative reasons / Court directive etc. The EMD of the successful tenderer will not be refunded and will be adjusted towards Security Deposit payable to the Corporation.

#### **Forfeiture of EMD:**

- 12. 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.
- (d) When the tender is submitted in an unconcerned tender form.
- (e) When the tender is submitted for a business other than that one notified in the tender Notification.
- (f) When the tender form is submitted by minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
- (g) When the Tender form is submitted by the person/ Agency who attracts clause 7 above.

- (h) Non-submission of hard copies as at clause 20.
- (i) Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
- (j) When the tenderer submits bids without meeting eligibility criteria mentioned at clause no.14 and not submit proof of eligibility criteria.
- II. When the tender form is rejected on the grounds at clause 3 above.
- III. When the successful tenderer fails to pay the Security Deposit for the contract which was allotted to him during tenders within 30 days and / or fails to furnish Bank Guarantee within 30 days from the date of issue of allotment letter for the contract.
- IV. When the successful tenderer backs out from the contract, without carrying the business for the stipulated period, for whatsoever reason.
- V. 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.

#### **Eligibility Criteria:**

14. Only those tenderers who possess the following eligibility criteria shall quote their bids through online. Tenderers shall upload/submit documentary proof of eligibility criteria. Tenders which are not meeting the eligibility criteria will be summarily rejected.

The eligible tenderer can be an Individual/ Partnership firm/ Firm/Company/Corporation and shall fulfill the following criteria:

a) **Average Annual Turnover:** The average annual turnover, in advertisement business, of the tenderer for the latest two consecutive financial years shall be equal to or more than Rs10 lakhs.

Proof of which shall be submitted by way of Audited Profit & Loss Account and Balance Sheet certified by authorized Chartered Accountant and Auditor's Certificate.

b) **Experience**: The experience of the tenderer in the advertisement field shall be for a minimum of two years in reputed public/private organizations.

The tenderer should have completed 2 years of experience as on the date of submission of tender.

The tenderer shall upload/submit the proof of experience in the form of certificate (with details of period of experience and nature of work) issued by the concerned organization and shall be supported by copies of agreements/ work orders.

c) **Income tax:** The tenderer shall submit income tax proof in the form of certified copies of Income Tax Returns filed for the latest two consecutive years.

#### Amendment of Tender Document:

15. At any time prior to the date of submission of proposals, APPTD (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 a corrigendum/addendum.

Any corrigendum/addendum thus issued shall become a part of the Tender Document and will be posted on the website <u>http://tender.apeprocurement.gov.in/</u> or <u>www.APPTD</u> (APSRTC).ap.gov.in

Reasonable time will be provided 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.

All such addendums shall be signed by bidder and uploaded also submit signed hardcopy along with the other documents.

Note: Even though the tenderers meet the requirements, they are subject to be disqualified at any stage if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements.

#### **Submission of Tender:**

- 16. 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.
- 17. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should intimate and obtain clarification prior to submission of the tender.
- 18. 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.
- 19. Tenderer shall upload/ attach the scanned copies of experience certificates if any in the relevant field along with the tender form in the e-portal.
- 20. The successful bidder shall submit hard copies of the signed tender document on all pages including all the copies uploaded during tender submission at the time of opening of PQ stage without fail such as annual turnover, Aadhar card, PAN card, GST Certificate and experience letter in the relevant field etc., besides uploading while tender submission through e-portal. <u>Tender document must be signed on all pages.</u>

- 21. 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.
- 22. By submitting the requisite EMD Tenderer can quote for any number of Districts for installation of Digital big screens with Ad rights in notified bus stations at annexure –I and contract will be allotted to the tenderer who quotes highest rate for that particular District per month. The tenderer shall not quote taxes, levies etc., in e-portal except the base price to be paid to Corporation.
  - a) The amount quoted in tender is the amount agreed to be paid to the Corporation towards license fee per month (excluding taxes and levis etc.,) during 1<sup>st</sup> year of contract in tender application form/in e-portal.
  - b) The tender must be unconditional. Conditional offers will be summarily rejected duly forfeiting EMD. The amount quoted by the Tenderer shall be entirely in Indian Rupees only.

#### **Opening and Evaluation:**

- 23. The e-Tenders will be opened in the Office of Chief Manager(Comm), APPTD (APSRTC), RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
- 24. In the event of the date specified for opening of tender being declared as a holiday for APPTD (APSRTC)'s office, the due date for submission of tenders and opening of tenders will be the following working day.
- 25. The Bids will be evaluated by e-portal basing on the highest base price i.e., License fee offered per month 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.
- 26. If two tenderers offer the same amount per District per month, tenderers will be requested to submit new quote in a closed envelope and the tender will be allotted to the tenderer who offered more amount per District per month. Incase the bidders failed to submit the new quotes in a closed envelop, tender will be allotted to the tenderer who is having more experience.
- 27. e-portal will generate the District wise highest bidders list (i.e., base price column in the e-portal) and the Tender Evaluation Committee constituted by the APPTD (APSRTC) shall verify and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 28. 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.

#### Allotment of contract:

29. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement with the concerned DPTO within 30 days from the date of issue of allotment letter duly paying 6 months license fee of 5<sup>th</sup> year towards Security Deposit and Bank Guarantee for an amount equivalent to 6 months license of 1<sup>st</sup> year for a validity of one year period at Corporate office to Chief Manager(Comm).

### Agreement:

- 30. The contract period commences from 31<sup>st</sup> day of the date of issue of allotment letter or commencement of business by the successful tenderer, whichever is earlier.
- 31. 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.
- 32. The successful tenderer shall submit documentary evidence such as Aadhar card, Firm PAN, GST, TAN Certificate etc., at the time of entering into agreement.

#### Termination of tender process:

- 33.
- a) APPTD (APSRTC) may terminate the tender process at any time and without assigning any reason. APPTD (APSRTC) makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) VC & MD of APPTD (APSRTC), reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The Bidder shall have no cause of action or claim against APPTD (APSRTC) or its Officers, employees - successor assignee for rejection of his/her tender.

# **General Conditions of the Contract**

#### Nature of Business:

- The tender is for awarding District wise Advertising contract for installation and operation of Digital big screens at Contractors' own cost with advertisement rights at 24 Districts viz., SKLM, PPM, VZM, VSP, AKP, KKD, KNSM, EG, ELR, KRI, NTR, GNT, PLND, BPTL, PKSM, TPT, CTR, ANMA, NLR, KDP, KRNL, NDL, ATP & SSS Districts for a period of 5 years.
- 2. 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:**

3. The period of contract is for 5 years.

#### 4. Permitted:

- a) The successful tenderer will be allowed to install Digital big screens in the bus stations as notified in the Annexure-1 only.
- b) Before installing the big screens approval of the concerned DPTO shall be obtained.
- c) DPTO may decide the no of Digital big screens basing on the potentiality and feasibility of covered area of bus stations.
- d) The contractor shall display entertainment programs like movies / live TVs programs /live Sports/ songs etc., through Digital big screens.
- e) The contractor shall only display non-pirated, having copy right and U rated programs like movies / TV programs /Sports/ songs etc., through Digital big screens as mentioned.
- f) The advertising contractor shall submit the content of the advertisement to the concerned Depot Manager in advance for approval.
- g) The Depot Manager shall have the right to reject either whole or part of the Advertisement, if the advertisement content is un-lawful, objectionable and against the interests of the Corporation or the general public or not worthy for display. No advertisement shall be displayed in Digital big screens without the prior approval of the Depot Manager/ DPTO concerned.
- h) Even, where the advertisement is approved by the Depot Manager, the DPTO concerned and Chief Manager(Comm) at Corporate Office shall have the right either to reject the advertisement or to ask for modification, if in their opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public interest.

#### 5. Not permitted:

a) The successful tenderer is not permitted to install big screens other than in the space allotted by concerned DPTOs/ Dy. Chief Traffic Manager/ATM in the covered area of the Bus stations.

- b) The successful tenderer will not be allowed to display advertisements through any media other than Digital big screens.
- c) There should not be any noise pollution.

#### 6. Security Deposit:

- a) The successful tenderer shall have to pay Security Deposit i.e., amount equivalent to six months license fee of 5<sup>th</sup> year of contract within 30 days from the date of issue of allotment letter for the contract.
- b) The Security Deposit shall be submit to the Chief Manager(Comm), APPTD (APSRTC), RTC House, Vijayawada, through Demand Draft obtained from any Nationalized Bank/Scheduled Bank in favor of Public Transport Department Government of AP, Vijayawada, payable at Vijayawada or through NEFT/RTGS to the current Account No. 41314187169, IFSC Code: SBIN0020169, SBI, Sitaramapuram, Vijayawada.
- c) The Security Deposit will not carry any interest will not be adjusted during the tenure of the contract period towards monthly license fee payable by the advertising Contractor unless the situation warrants for the same.
- d) The Security deposit will be refunded to the Bidder after one month from the date of completion of contract period, after adjusting the dues, if any payable by the advertising Bidder to the Corporation.
- 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 and Performance security (Bank Guarantee) paid by the advertising Bidder towards the dues payable to the Corporation and to forfeit the balance Security Deposit.

#### 7. Bank Guarantee:

- a) The successful tenderer shall have to submit Bank Guarantee valid for **one year** from the date of commencement of contract for an amount equivalent to six months license fee of 1st year of contract within 30 days from the date of issue of letter for awarding advertising contract to successful Bidder obtained from any Nationalized Bank/Scheduled Bank. The Bank Guarantee shall be returned on completion of validity.
- b) The Corporation shall have the right to invoke the Bank Guarantee at any time towards the due amounts payable to the Corporation, if the advertising Bidder defaults in payment of monthly license fee amount or penalty, or for breach of any terms and conditions of the agreement.

#### Agreement:

- 8. The contract period commences from 31st day of the date of issue of allotment letter of the contract whichever is earlier.
- 9. 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.

10. Failure to pay Security Deposit and / or to submit Performance security (Bank Guarantee) / enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / Security Deposit paid / Bank Guarantee shall be liable for forfeiture / invoke.

#### License fee Holiday:

11. License fee holiday for a maximum period of two months from the date of commencement of contract period (on the request of the Bidder only) will be given for procurement, installation of big screens & for obtaining permissions from the concerned Authorities. The Contractor shall pay license fee from 3<sup>rd</sup> month onwards or from the date of commencement of business whichever is earlier. License period includes License period holiday.

#### **Payment of License Fee:**

- 12. The License fee payable by the advertising Bidder shall be paid as under:
  - a) The amount quoted in the tender is the license fee per month during 1<sup>st</sup> year excluding all taxes and levies and will be enhanced by 10% every year over previous year license fee from 2<sup>nd</sup> year onwards.
  - b) The advertising Bidder shall pay monthly license fee with applicable GST as agreed to be paid to the Corporation, irrespective of display of advertisements in each District.
  - c) The Bidder shall pay license fee along with levies **in advance** on or before 10<sup>th</sup> day of the month to the concerned DPTO, APPTD (APSRTC), through demand draft obtained in favour of Dy. CAO/AO, APPTD (APSRTC), \_\_\_\_\_District payable at \_\_\_\_\_ or through NEFT/RTGS to the current account of APPTD (APSRTC) of respective DPTO office. In case holiday falls on 10<sup>th</sup> of the month, Bidder shall make payment on the next working day.
  - d) The Advertising Bidder shall pay the license fee to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.
  - e) The Bidder shall pay license fee to the Corporation without deducting TDS and any other taxes, as APPTD (APSRTC) is exempted from TDS.
  - f) The Bidder shall pay the electricity charges along with monthly license fee as fixed by the Corporation for the respective bus station/particular place.
  - g) In the event of delay in payment of monthly license fee and other charges the Advertising Bidder 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 invoking performance security (bank guarantee) and forfeiting the security deposit of the advertising Bidder.
  - h) Corporation is not responsible for delay (beyond two months) in obtaining permissions and installation of Digital big screens by the successful tenderer for

any reason and the Bidder shall pay license fee irrespective of completion of installation of Digital big screens.

#### 13. License fee Enhancement:

License fee shall be enhanced by 10% in the  $2^{nd}$ ,  $3^{rd}$ ,  $4^{th}$  and  $5^{th}$  year over the previous year license fee.

#### 14. Taxes / Levies:

- a) The Bidder shall pay GST / imposts/ Levies to the Corporation (at the rate as fixed by the Government from time to time), on license fee, electricity charges, penal interests and fines / penalties in addition to payment of license fee and electricity charges as agreed to be paid to the Corporation. In case of delay in payment of GST, the Bidder has to make payment of penalty @ 36% on GST and for the delayed payment.
- b) The advertising Bidder 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 through Digital big screens in bus stations and there shall be no dues payable to any authority.

#### **Electricity Charges:**

15. Corporation will arrange supply of Electricity to the Bidder 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 Bidder at their own cost. The Bidder shall pay the electricity charges along with GST 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.

In case, APPTD (APSRTC) unable to arrange to provide the electricity, the advertising Bidder can obtain permission from the DISCOM authorities for all the required electricity connections. The Bidder shall arrange a separate energy meter to record the consumption of electricity for display of advertisements and pay the electricity charges directly to the concerned DISCOM.

#### Penalty Clause:

16. If the Advertising Bidder is found displaying advertisements un-authorizedly 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 DPTO thinks fit and proper.

#### 17. **Default in Payment:**

i. In the event of delay in payment of monthly license fee & Levis, the Advertising Bidder is liable to pay penalty for each day of delay from 1st of the month @ 36% per annum on the amount payable in addition to the license fee amount. This clause shall not prevent the Corporation from invoking the Bank Guarantee and forfeiting the Security Deposit of the advertising Bidder.

- ii. If the advertising Bidder 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 Performance Security (bank guarantee) amount towards due amounts payable to the Corporation
  - c) to terminate the contract.
- iii. In case of termination of contract due to breach of terms and conditions of the agreement, Corporation shall have the right to adjust the security deposit and performance security (bank guarantee) amounts towards due amounts payable to the Corporation including incidental financial losses that might arise on account of such premature termination and to forfeit the balance security deposit.

#### 18. Minimum period of business:

- a) The advertising Bidder shall carryout his business of display of advertisements on the allotted bus stations for a minimum period of one year from the date of commencement of the contract.
- b) In the event of the advertising Contractor seeking premature termination of contract within the stipulated one year period, the Contractor has to pay the balance monthly license fee for the left over minimum stipulated period of one year.
- c) In the event of the Advertising Bidder seeking premature termination of the contract within the stipulated minimum period of one year, the Advertising Bidder shall submit a 3 (three) months advance notice on completion of 9 months period. In case of such pre-closure, the Bidder has to make payment of license fee for 3 months' notice period also from the date of such notice. Else, the license fee with applicable penal interest will be deducted from deposits.
  - i. In the event of advertising Bidder seeking pre-closure of contract before 9 months period, the deposits will be refunded duly deducting unpaid license fee for minimum period of business with applicable taxes and interests.
- ii. If the Bidder clears the balance contract amount for the left over minimum stipulated period of one year, the Security Deposit and Bank Guarantee will be refunded. In case the Bidder 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 Bank Guarantee towards the dues payable by the Bidder and to refund the balance deposits, if any. In the event of any further short fall even after adjustment of Security Deposit and Bank Guarantee, the Bidder shall make good the short fall within the prescribed time.

#### 19. Conclusion of Agreement:

- a) The Bidder is responsible to remove the Digital big screens from the Bus stations after expiry of the contract period. The Bidder shall not resort for display of advertisement in any Bus station after completion of the contract period.
- b) No display of any advertisement shall exist in any Bus station after completion of the contract period.
- c) In case the Advertising Bidder displays the advertisements after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the advertising Bidder is liable to pay penalty at the rate of Rs.2,000 (Rupees two thousand only) per day per Bus station, for displaying advertisements unauthorizedly.
- d) The advertising Bidder shall reimburse the consequential expenditure involved in removing Digital big 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 Bidder towards the removal charges.

#### 20. Termination of Contract:

- a) 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 circumstances, the Security Deposit & Bank Guarantee 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 Bidder may suffer on account of such termination.
- b) The Bidder can withdraw from the contract by giving three months advance notice to Corporation after completion of 9 months contract period and complete the minimum period of one year business. The Security Deposit and Bank Guarantee liable for forfeiture in case the Bidder withdraws from the contract without giving three months' advance notice to the Corporation.

However, the Bidder is permitted to exercise this option only on completion of minimum stipulated period of one year. Corporation reserves the right to terminate the contact at any time during the contract period by giving 3 months advance notice to the advertising Bidder.

c) 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 Bank Guarantee is liable for forfeiture / invoking.

#### Nomination of legal heirs in the event of death of Bidder:

21. The advertising Bidder shall nominate his/her legal heir in notarized affidavit under intimation to the Corporation before commencement of the contract. In case of death of the Bidder during the subsisting period of contract, the nominee will be permitted to continue the business on the same terms and conditions for the remaining period of contract duly entering into a supplementary agreement on Rs.100/- Non-Judicial Stamp Paper purchased at the cost of Bidder.

#### **General Terms:**

22. The advertising Contractor shall bring all equipment's and materials for displaying advertisements, at their own cost. It is also the responsibility of the advertising Contractor to take away the advertising materials immediately license period is completed.

Under no circumstances, the Bus stations should not lose its identity in the process of display of advertisements.

- 23. The advertising Bidder shall submit proposals to the DPTO for installing Digital big screens in the Bus stations with the following details:
  - a) Number of Digital big screens proposed to be fixed.
  - b) Places/Point where Digital big screens are proposed to be installed
  - c) Load of Electricity required
  - d) Number of Electricity points required
  - e) Rough sketch indicating the proposed installation of Digital big screens
  - f) The DPTO shall have the right to reject or modify the proposal submitted by the advertising Bidder, DPTO may decide the number of Digital big screens to be fixed in each bus station depending on the size of the bus station.
  - g) The advertising Bidder shall install Digital big screens only at such of the locations as approved and indicated by the DPTO of the respective District and the same may be incorporated in the agreement indicating the locations and no. of Digital big screens installed in each bus station.
  - h) The advertising Bidder shall bring all equipment and materials required for display of advertisements through Digital big screens in the Bus stations at his own cost, including electric wiring, equipment, TVs etc.
- 24. 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 Digital big screens. The licensee has to pay license fee for the open space as decided by the DPTO.
- 25. The successful Bidder shall display advertisements through Digital big screens in notified bus stations located in \_\_\_\_\_\_District (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 VC&MD of Corporation.
- 26. The Advertising Bidder shall submit the advertisement to the DPTO specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.

27. The DPTO 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 DPTO.

- 28. The advertising Bidder shall display advertisements through Digital big 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.
- 29. The advertising Bidder is not permitted to install Digital big screens in the newly constructed bus stations in the District. However the advertising Bidder is permitted to install Digital big screens in new bus stations, on payment of additional license fee as decided by DPTO concerned on the recommendations of tender committee.
- 30. 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 beyond the space earmarked for display of advertisements.
- 31. The Advertising Bidder shall not appoint other firms/agencies/ individuals as sub-Bidders to carry out the business of display of advertisements through Digital big screens in the Bus stations.
- 32. The advertising Bidder shall not employ, associate or include as business partner any person who was advertising Bidder of the Corporation and defaulted in payment of contract amount.

In case, it comes to the notice of the Corporation, that the advertising Bidder has employed/associated/included such person in carrying out the business, the Corporation shall have the right to terminate the contract, if the Bidder does not respond to the notice given by the Corporation to delete such persons.

- 33. The Advertising Bidder 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, Religious/ political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising Bidder shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
- 34. The Advertising Bidder shall not display advertisements concerning tobacco, tobacco products, liquor, Pan-masala, alcoholic products like 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.

In case any advertisement displayed which may offend the decency of any individual and claims for any compensation for damaging the social reputation and infringement of the personal privacy, the advertising contractor is solely responsible for payment of such compensation awarded in any legal suit.

- 35. The Advertising Bidder shall not undertake any advertisements for display of competitors in passenger transport and Cargo / Parcel/ courier transport business.
- 36. The Contractor shall be governed by all the Statutory provisions prescribed by the State / Central / Local Laws and shall have to obtain relevant certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for installation of Digital big screens and display of advertisements.
- 37. The advertising Bidder 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 Digital big screens in the bus stations and there shall be no dues payable to any authority.
- 38. The advertising Contractor shall pay **GST/ other statutory imposts** to the Corporation 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 every month.
- 39. The Bidder shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
- 40. If there are any changes in the Advertisement Policies of the Govt. / Local body etc. during the subsisting period of contract, the Advt. Contractor has to abide by the changes so made, at his/her own cost. Corporation will not bear the cost of damage / loss etc., if any caused to the Advt. Contractor due to the effect of these changes.
- 41. The advertising Bidder shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through Digital big screens. The persons engaged by the advertising Bidder shall not have any right or claim whatsoever, for employment in APPTD (APSRTC) at a future date.
- 42. The advertising Bidder 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 Contractor/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions contract labour (Regulation & Abolition) Act, 1970.
- 43. The Contractor can take away their installed Digital big screens after successful completion of contract period. In case the Contractor fails to remove the Digital big screens within 30 days after completion of contract period, Corporation will have the right to confiscate such properties.
- 44. 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 Bidder shall not have any right or objection in making use of the bus station/bus station building/premises of the Corporation for other purposes.

- 45. Corporation reserves the right to appoint another Bidder to display advertisements through any media i.e., LED system, hoardings, electronic display systems etc., in the premises of all the Bus stations of the District and the Bidder appointed for display of advertisements through Digital big screens in bus stations shall not raise any objection nor shall claim any revenue thereof.
- 46. Even, when the advertisement is approved by the DPTO, the Corporation shall have the right either to reject the advertisement or to ask for modification, if in its opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public.
- 47. The advertising Bidder is liable for the damages caused to the Bus stations in the course of installation of Digital big screens 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 Bidder 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 invoking the Bank Guarantee.
- 48. The Corporation reserves the right to utilize 10% time in each Digital big screen for display of any information of its choice and the advertising Bidder shall not have any objection nor shall claim any advertisement revenue on that behalf. The advertising Bidder shall display arrival and departure timings of buses on the Digital big screens for information of travelling public; free of cost. The required recorded CD/DVD/Pen drive will be supplied by the Corporation.
- 49. The Corporation is not accountable for any loss or damage that the advertising Bidder may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.
- 50. The advertising Bidder shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements through Digital big screens.
- 51. The advertising Bidder shall have to pay the contract amount as quoted in the Tender/as finalized by Tender Committee, irrespective of display of advertisements through Digital big screens.
- 52. The Corporation shall not be accountable for any loss or damage or theft of equipmentaccessories etc., installed in the Bus stations by the advertising Bidder.
- 53. 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 Digital big screens or in case of death or injury caused to any person/ public during the course of carrying out his business. The Advertising Bidder is liable to bear all expenses and for payment of compensation in such cases.
- 54. The advertising Bidder 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. 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 Bidder.

- **56.** VC&MD of APPTD (APSRTC) reserves the right to modify any condition/conditions of the agreement, and add any other condition/ conditions during the subsistence period of contract. The Agent/ Agency has to abide by the conditions modified/incorporated and has to enter into supplementary agreement with the Corporation at his/her/its cost.
- 57. No modification to, amendment of, or waiver of any provision of this Agreement will be binding, unless the same is made in writing and signed by the parties or by their expressly authorized representatives.
- 58. 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.
- 59. APPTD (APSRTC) reserves right to order the Bidder/ agency to remove Digital big screens installed in any bus station during subsistence period of agreement depending upon its exigencies like modification/ expansion of bus stations etc,. The advertising bidder shall not have any right to object, but he may claim for reduction in license fee as decided by the tender committee.
- 60. 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. The Contractor may apply for change of firm name only after submission of all required documents like Certificate of Incorporation issued by Registrar of Companies under the Companies Act 1956, Memorandum of Association, Articles of Association, List of Directors etc., and entering into a supplementary agreement on the name of new firm at his own cost.
- 61. 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 VC & MD, APPTD (APSRTC), shall be final and binding on both the parties.
- 62. If any dispute arises between the advertising Bidder and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Amaravati for the state of Andhra Pradesh and the courts in Vijayawada will only have jurisdiction. On repeated correspondence with the firm,

# **Chief Manager(Comm)**

Sir,

Ref: Tender Notification No: Comm 7/2024

I/We hereby submit Tender for awarding District wise Advertising Contract for installation and operation of Digital big screens with advertisement rights in the Bus stations of \_\_\_\_\_\_District 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:

S.No	S.No	District	Depot	<b>Bus station</b>	Class
1	1	SKLM	SKLM-2	Kotturu	В
2	1	PPM	Palakonda	Palakonda	В
Z	2	PPM	Parvatipuram	Parvathipuram	В
3	1	VZM	S Kota	Skota	В
5	2	VZM	Vizianagaram	Bobbili	В
	1	VSP	Maddilapalem	Maddilapalem	В
4	2	VSP	Simhachalam	Simhachalam	В
	3	VSP	DBSC	DBSC	MAJOR
	1	AKP	Anakapalli	Anakapalli	В
5	2	AKP	Anakapalli	Chodavaram	В
	3	AKP	Narsipatnam	Narsipatnam	В
	1	KKD	Kakinada	Kakinada	A
6	2	KKD	Kakinada	Samalkot	В
U	3	KKD	Tuni	Annavaram	В
	4	KKD	Tuni	Tuni	В
7	1	KNSM	Amalapuram	Amalapuram	В
-	2	KNSM	Ravulapalem	Ravulapalem	В
0		50			•
8	1	EG	Rajahmundry	Rajahmundry	A
	1	ELR	Eluru	Dwaraka Tirumala	D
	1 2	ELR	Eluru	Eluru OBS	B
9	3	ELR	Jangareddygudem	Jangareddygudem	B
	4	ELR	Nuziveedu	Nuzvid	B
	<b>–</b>		Nuziveeuu	Ιναζνία	D
	1	KRI	Machilipatnam	Machilipatnam	A
10	2	KRI	Gannavaram	Hanuman Junction	B
10	3	KRI	Gudivada	Gudivada	B
			Guuruuu		
	1	NTR	Autonagar	Autonagar	В
	2	NTR	Ibrahimpatnam	Kanchikacherla	B
11	3	NTR	Jaggaiahpeta	Jaggaiahpeta	B
± ±	4	NTR	GVPT-II	CBP/VJA	Major
	5	NTR	PNBS	PNBS/VJA Arrival block	Major

# List of bus stations in each District

S.No	S.No	District	Depot	<b>Bus station</b>	Class
12	1	GNT	GNT-2	NTR Bus station, Departure block	Major
	2	GNT	Tenali	Tenali	В
	1	PLND	Chilakaluripeta	Chilakaluripet	В
13	2	PLND	Macherla	Macherla	В
10	3	PLND	Narasarao pet	Narasarao pet	В
	4	PLND	Vinukonda	Vinukonda	В
	1	BPTL	Addanki	Addanki	A
14	2	BPTL	Bapatla	Bapatla	В
	3	BPTL	Chirala	Chirala	В
	1	PKSM	Kanigiri	Kanigiri	В
	2	PKSM	Markapur	Markapur	B
	3	PKSM	Markapur	Tripurantakam	B
15	4	PKSM	Ongole	Kondepi	B
	5	PKSM	Podili	Podili	B
	6	PKSM	Ongole	Ongole	Major
	1	SPSN	NLR-2	PSR B/S	A
	2	SPSN	Kandukur	Kandukur	B
16	3	SPSN	Kavali	Kavali	B
	4	SPSN	NLR-1	Nellore Main B/S	Major
	1	TPT	Puttur	Puttur	B
	2 3	TPT	Srikalahasti	Srikalahasti	B
17		TPT TPT	Sullurpeta	Naidupet	B
	4 5	TPT	Venkatagiri Wakadu	Venkatagiri Kota	B
	6	TPT	Tirupati	CBS	Major
			·		
	1	CTR	CTR-2	Chittoor	A
18	2	CTR	Kuppam	Kuppam	В
10	3	CTR	Kuppam	V.Kota	В
	4	CTR	Palamaner	Palamaner	В
	1	ANMA	MPL-2	Madanapalli	Α
	2	ANMA	Piler	Piler	Α
19	3	ANMA	MPL-2	Vayalpadu	В
	4	ANMA	Piler	Kalikiri	В
	5	ANMA	Rayachoti	Rayachoti	В
	1	KDP	Badvel	Badvel	В
20	2	KDP	Mydukur	Mydukur	B

	S.No	District	Depot	<b>Bus station</b>	Class
	3	KDP	Pulivendula	Pulivendula	В
	4	KDP	Kadapa	Kadapa	Major
	1	KRNL	Adoni	Adoni	В
21	2	KRNL	Yemmiganur	Mantralayam	В
21	3	KRNL	Yemmiganur	Yemmiganur	В
	4	KRNL	KRNL-1	Kurnool	Major
	1	NDL	Allagadda	Allagadda	В
	2	NDL	Atmakur K	Atmakur	В
	3	NDL	Atmakur K	Srisailam	В
22	4	NDL	Banaganapalli	Banaganapalli	В
22	5	NDL	Dhone	Dhone	В
	6	NDL	Koilakuntla	Koilakuntla	В
	7	NDL	Nandikotkur	Nandikotkur	В
	8	NDL	Nandyal	Nandyal	В
	1	ATP	Guntakal	Guntakal	В
23	2	ATP	Gooty	Gooty	В
25	3	ATP	Tadipatri	Tadipatri	В
	4	ATP	Anantapuramu	Anantapuramu	Major
	1	SSS	Dharmavaram	Dharmavaram	В
24	2	SSS	Hindupur	Hindupur	В
	3	SSS	Kadiri	Kadiri	В

#### Note:

#### The size of screens permitted Digital Big screens : Major & A Class bus stations : upto6 mt x 2 mt. : B Class bus stations : upto4 mt x 2 mt

The actual size of the screen & no. of screens to be fixed by the contractor may decide by the concerned DPTOs based on the potentiality and availability of the space in covered area of the Bus station.

#### Tender application form

To The Chief Manager(Comm), A. P. S. R. T. C. RTC House, PNBS, Vijayawada. Affix latest passport size photo with self attestation

Sir,

Sub:-Submission of Tender for evaluation of the offer/quote submitted for awarding Advertising Contract for installation and operation of Digital big screens of \_\_\_\_\_\_\_District – Reg.

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- Name of the Tenderer (Full name in capital letters)
- 2) Status (Individual/Partnership : Firm/Company/Others) (Mansion the correct)
- 3) GST certificate No.
- 4) Address for correspondence

Telephone No.

5) Permanent residential address

Telephone No.

6) Email/Website address for correspondence:

<ul> <li>7) Tender document fee</li> <li>(Application fee payment details)</li> <li>a) RTGS/ NEFT details &amp; Date</li> <li>b) Amount in Rs.</li> </ul>	: : Rs.5900/- (Five thousand nine hundred only for District		
<ul><li>c) Bank particulars</li><li>(Cheques will not be accepted)</li></ul>	:		
8) Earnest Money Deposit	:Rs/- (for District)		

amount particulars a. DD No. / NEFT Details & Date b. Bank particulars	:		
9) PAN No. & TAN No. 10) Aadhar card No. 11) Partnership deed	:		
12) Annual turnover (in Lakhs)	:	Year : Year :	Lakhs: Lakhs:
Average annual turnover	:	Year :	Lakhs:
(Certified by CA and copies are to be	uploaded)		
	. ,		
13) Profit & Loss and Balance sheet	Statement	S	
of latest two years	P&L :	Year :	
		Year :	
Balanc	e sheet:	Year :	
		Year :	
14) Experience of the Tenderer		:	years
in number of years in the advert			
(Experience certificates for the sp	pecified per	riod shall be	enclosed)
15) I/We hereby submit the certified Income Tax returns filed for the	last two ye		
as Income Tax proof		ear:	
	Ye	ear:	

- 16) I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer for \_\_\_\_\_ District in commercial bid through e- tenders.
- 17) I/We understand that the contract amount payable to the Corporation will be enhanced @ 10% every year over the previous year's contract amount from the second year onwards.
- 18) I/we hereby agree to be appointed as advertising Bidder for display of advertisements through Digital big screens in the Bus stations (within built up area) of \_\_\_\_\_\_\_ District for a period of 5 years.
- 19) I/We have perused the terms and conditions of the tender for awarding contract for display of advertisements through Digital big screens in \_\_\_\_\_District and hereby agree to abide by the said conditions.
- 20) I/we have carefully read and understood the terms and conditions of the tender and of the contract and herby 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 tenderer with seal

Subject: Authorization for submission of e-tender and for negotiations with the tender committee in the e-tenders for awarding District wise advertising contract for installation and operation of Digital big screens in covered premises of Bus stations.

Following person is here by authorized for submission of e-tenders, invited vide notification No. Comm: 7/2024, for installation and operation of Digital big screens with advertisement rights in specified bus stations of \_\_\_\_\_\_District and for negotiations with the tender committee mentioned above on behalf of \_\_\_\_\_\_ (Tenderer).

Order of preference	Name	Specimen signature
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I

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Signature of Tenderer

Or

Signature of the authorized person to sign the tender

Note:

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