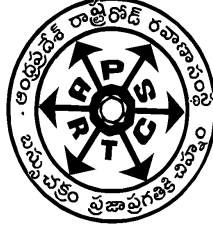


TENDER NOTIFICATION NO:--Comm-02/2021  
TENDER ID- 411395  
C1/9(4A)/2020-DY.CM(C-I),



# ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

e-tender document for appointment of Region wise advertising contractors for display of advertisements on side top fixed glasses and rear body panel on Super Luxury and Ultra Deluxe buses and at rear body panels on Indra AC buses excluding Hire buses for a NEC ( Srikakulam & Vizianagaram), East Godavari, West Godavari, Krishna, Ongole, Kadapa & Kurnool Regions period of 3 years.

O/o THE CHIEF MANAGER (Comm)  
RTC House, PNBS  
Vijayawada - 500013

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

## DISCLAIMER

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

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

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

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

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which 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 any way in this Tender Stage.

### e - TENDER DETAILS

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE VC & MD, CM(Comm) SECTION, RTC HOUSE, PNBS, VIJAYAWADA
3.	Tender Number	e-tender ID: 411395, Notification No: Comm: 02/2021.
4.	Tender Subject	Appointment of Region wise contractors for display of advertisements on Side top fixed glasses and rear panels on Super luxury and U/Deluxe buses and rear body panels on Indra AC buses excluding Hire Buses in NEC, EG, WG, KRI, OGL, KDP & KRNL Regions
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	Rs. 2,00,000/- (Two Lakhs) for each Region. Bidders should make payment through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA. In addition to above, bidders shall pay Rs. 100/- towards EMD through APTS-e-portal.
9	Tender document Process Fee	Rs11800/- (Eleven Thousand eight hundred only) separately for each Region.
10.	Tender document Process Fee Payable To	Rs. 11800/- , payment through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA.
11	Submission of quotes	<b>Bidder has to quote license fee per bus per month payable to Corporation during 1<sup>st</sup> year of contract excluding all taxes / levis.</b>
12	Security Deposit	Successful tenderer has to pay 6 months license fee of 3 <sup>rd</sup> year of contract to Corporation towards 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 Corporation having validity of 9 months.
14	Tender document downloading start date.	12.06.2021 at 11.30am
15	Tender document downloading End date.	11.07.2021 at 05.00pm
16	Bids Submission Closing Date	12.07.2021 at 02.00pm

17	PQ Stage Evolution Date	12.07.2021 at 02.30 pm
18	Price Bid Evaluation Date	14.07.2021at 11.30 am
19	Contact Details regarding e-portal	7337318402, 7337318403, 7337318405.
20.	Officer Inviting Bids	Chief Manager (Comm), APSRTC
21.	Contact Person	Chief Manager (Comm)
22.	Address/E-mail id	C M(Comm), Commercial Section, RTC House, PNBS, Vijayawada, <a href="mailto:dyctmcomm@gmail.com">dyctmcomm@gmail.com</a>
23.	Contact Details	9959222746, 9959225300, 9100940728
24.	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> in by following 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 the receipts for 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>To submit the bids, tenderers must have class -3 type digital key.</p> <p><b>1. Digital Certificate Authentication:</b> 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-Procurementplatform <a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a></p> <p><b>2. Registration with e-Procurement platform:</b> For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or<a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a></p> <p><b>3. Payment Of Transaction Fee:</b> It is mandatory for all the participant Bidders from 1<sup>st</sup> 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 tax of 18% + Bank Charges on the</p>

		<p>transaction amount payable to M/s APTS(Andhra Pradesh State Technological Services) shall be applicable.</p> <p><b>4. Tender Document:</b> The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.</p> <p><b>5. Bid Submission Acknowledgement:</b> The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS(Andhra Pradesh State Technological Services) are not responsible for incomplete bid submission by users.</p>
25.	General Terms & Conditions	As per Tender Document
26	Documents to be uploaded	i) GST Certificate, (ii) Firm Registration certificate, (iii) Firm PAN card, (iv) Firm TAN certificate, (v) Partnership deed in case of partnership, (vi) completely filled and Signed copy of tender document, (vii) EMD amount (payment to RTC account) receipts (viii) EMD amount of Rs. 100/- (payment to APTS e-portal), (ix) Tender processing fee (Rs.11,800/- separately for each Region) payment receipt, (x) Proof of average Annual Turnover in outdoor advertisement business for equal to or more than Rs. 50 lks, (xi) Experience Certificate for minimum two years and (xii) Certified Income Tax returns filed for the latest two consecutive financial years.

## **HOW TO APPLY**

- Click at <https://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:

### **Vupadhi Techno Services Pvt. Ltd.**

#### **Vijayawada Office Address :**

Flat No : 407, 4th Floor,  
Sreeram's Sneha Avenue,  
Near Aravinda School, Kunchanapalli,  
Tadepalli (M), Guntur (Dist) - 522501.  
Andhra Pradesh.

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

#### **Registered Office Address :**

1st Floor, Ramky Grandiose,  
Sy. No: 136/2 & 4, Gachibowli,  
Hyderabad - 500032.

**Details of e-Tender Notification No.Comm-02/2021.  
(Tender ID No -411395)**

- a) The tender is for appointment of Region wise advertising contractor for display of advertisements on side top fixed glasses and rear panels on buses of type Slx & U/Dlx buses and rear body panels on Indra AC buses excluding Hire Buses in NEC, EG, WG, KRI, OGL, KDP & KRNL Regions for a period of 3 years.
- b) Details with regard to no. of buses available in each region and the space earmarked for display of ads on the buses is at Annexure- I.
- c) Tender documents can also be down loaded from the web site [http://www.apsrtc.ap.gov.in/T\\_Advertisements.aspx](http://www.apsrtc.ap.gov.in/T_Advertisements.aspx).
- d) Tender document application fee of Rs. 11800/- shall be paid through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA and the scanned copy of the receipt shall be attached / uploaded at the time of bid submission through online.
- e) Tenderer shall pay Tender document application fee of Rs. 11800/- for each region separately.
- f) Earnest Money Deposit of Rs. 2,00,000/- (two lakhs) for each Region shall be paid through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA and the scanned copy of the receipt shall be attached / uploaded at the time of bid submission through online and the scanned copy of the receipt shall be attached / uploaded at the time of bid submission through online.
- g) Bidders has to pay Rs. 100/- through APTS e-platform towards EMD in addition to EMD amountof Rs. 2 lakhs.
- h) Tenderer shall quote for license fee per bus per month excluding taxes / levies during 1st year of contract for each region separately by paying requisite EMD& application fee.
- i) Tenders must be submitted through online portal only and no other means are accepted.
- j) In the event of the date, specified for receipt and opening of tender, being declared as a holiday for APSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
- k) 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.
- l) 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.

## **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. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. The Tender must be submitted in the prescribed Tender Form for each region separately along with requisite EMD.
4. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.
5. The 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.
6. Any person/agency/organization, who/which was a contractor to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing contractor who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this Tender. Any person/agency/organization, who have participated in the tender and not honored the allotment orders of contract or backed out without enter into agreement.

### **Earnest Money Deposit**

7. Tenderer shall pay EMD amount of Rs. 2 lakhs for each Region to APSRTC account & Rs. 100/- to APTS e-portal.
8. 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 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.



## Eligibility Criteria

9. 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 outdoor advertisement business, of the tenderer for the latest two consecutive financial years shall be equal to or more than Rs 50 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 outdoor advertisement field shall be for a minimum of two years in reputed public/private organizations.*

The tenderer should have completed 2 yrs 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.*

10. 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 less than what is stipulated in the tender.
- (b) When the EMD is paid through other means i.e., 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 the business other than that 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 who attracts clause 6 above.
  - (h) Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
  - (i) When the tender submit bids without meeting eligibility criteria and not submit proof of eligibility criteria.
- II. When the tender form is rejected on the grounds at clause 2, 6 & 9 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.

**Submission of Tender:**

- 11. Before submission of the tender, tenderers are required to make themselves fully conversant with terms and conditions, so that no ambiguity arises at a later date in this respect.
- 12. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should at once intimate and obtain clarification prior to submission of the tender.
- 13. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization shall be enclosed.
- 14. Tenderer shall upload/ attach the scanned copies of experience certificates in the relevant field along with the tender form in the e-portal.
- 15. The successful bidder shall submit documentary evidence such as annual turnover, Aadhar card, Firm PAN/GST Certificate, experience in the relevant field etc at the time of entering into agreement.
- 16. The tender document 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.
- 17. By submitting the requisite EMD Tenderer shall quote the contract amount per bus per month (irrespective of the type of buses) payable to the Corporation.
- 18. The amount offered by bidder in the application is amount to be paid to Corporation per bus per month for the first year of contract, excluding taxes and levies.

19. The amount quoted/offered in the Tender is license fee payable per bus per month during 1st year only and the license fee will be enhanced by 10% over 1st year license fee during 2nd year and 10% over 2nd year license fee during 3rd year. The amount offered above will be the net amount payable to APSRTC.

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

**Opening and Evaluation:**

20. The e-Tenders will be opened in the Office of Chief Manager (Comm), APSRTC, RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
21. In the event of the date specified for opening of tender being declared as a holiday for APSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
22. e-portal will generate the Region wise highest bidders list (ie., base price offered per bus per month for the first year of contract in the e-portal) and the Tender Evaluation Committee constituted by the APSRTC shall verify and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
23. If two tenderers offer the same amount per bus per month, tender will be allotted to the tenderer who is having more experience in the relevant field. It is also requested to attach/ enclose the proof of experience certificates along with the tender form to eportal.
24. The tender must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the Tenderer entirely in Indian Rupees.
25. 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 duly forfeiting the EMD. The tender committee has been empowered to take the final decision regarding the tender.

**Amendment of Tender Document:**

26. 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 <https://tender.apeprocurement.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.

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.

**Allotment of contract**

27. As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement within 30 days from the date of issue of allotment letter for the contract.
28. Agreement period will commence from 31<sup>st</sup> day of issue of allotment letter.

**Termination of tender process**

29. 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.
30. The Managing Director of APSRTC reserves the right to accept, reject or modify any terms or all terms and may cancel the tender without assigning any reasons thereof. The tenderer shall have no cause of action or claim against APSRTC for rejection of his / her tender.

## GENERAL CONDITIONS OF THE CONTRACT

### Nature of Business:

1. The contract is for display of advertisements on side top fixed glasses and rear panels of Slx & U/Dlx buses and on rear panels of Indra AC buses excluding Hire Buses in NEC, EG, WG, KRI, OGL, KDP & KRNL Regions.

### Period of Contract:

2. The period of contract is for 3 (three) years.

### Ad Space and Quality of material:

3. The details of approximate no. of buses and the approximate advertisement spaces allowed on each type of bus are shown at Annexure-I.
4. The Advertising contractor shall display the Ad content through pasting vinyl stickers on side top fixed glasses and rear body panels.
5. The aesthetic look of the buses should not be spoiled even while the advertisement is displayed or when it is removed.
6. The advertising contractor will not be allowed to display ads or utilize space on any other portion of buses. Representations seeking permission for display at other locations of buses will not be entertained.

### Census of buses:

7. a) The newly added buses (after commencement of agreement period) will also be made available to the Contractor for which the rates quoted/finalized will be made applicable.  
b) Census of buses will be conducted once in every three months (4 times in a calendar year) ie., in the first week of January, April, July & October months for arriving the monthly license fee to be paid by the successful tenderer for the next three months.  
c) APSRTC shall communicate the number of buses held in the Region to the advertising contractor duly enclosing MTD-151A.  
d) In case of non-receipt of census details in time, the advertising contractor shall submit request letter to the Regional Manager.

### Minimum Period of doing Business:

8. a)The advertising contractor shall carryout his business of display of advertisements on the allotted buses 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 the contract within the stipulated minimum period of one year, the Advertising Contractor shall submit a 3 (three) months advance notice on completion of 9 months period. In case of such pre-closure, the licensee 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.

c) In the event of advertising contractor 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.

d) If the contractor 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 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 Bank Guarantee 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 Deposit and Bank Guarantee, the contractor shall make good the short fall within the prescribed time.

#### **Security Deposit:**

9. a) The successful tenderer shall have to pay Security Deposit i.e., amount equivalent to six highest months license fee of the contract within 30 days from the date of issue of allotment letter for the contract.

b) The Security Deposit shall be paid to the Chief Manager(Comm), APSRTC, RTC House, Vijayawada, through Demand Draft obtained from any Nationalized Bank/Scheduled Bank in favour of Financial Adviser, APSRTC, Vijayawada, payable at Vijayawada

c) The Security Deposit will not carry any interest and will be refunded to the Contractor after one month from the date of completion of contract period, after adjusting the dues, if any payable by the advertising contractor to the Corporation.

d) The Security Deposit will not be adjusted towards monthly license fee payable by the advertising contractor.

e) In case of termination of contract due to breach of terms and conditions of contract / agreement, Corporation shall have the right to adjust the Security Deposit and Bank Guarantee paid by the advertising contractor towards the dues payable to the Corporation and to forfeit the balance Security Deposit.

#### **Bank Guarantee :**

10. a) The successful tenderer shall have to submit Bank Guarantee valid for 9 months from the date of commencement of contract for an amount equivalent to six months license fee of 1<sup>st</sup> year of contract within 30 days from the date of issue of letter for appointment as advertising contractor 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 contractor defaults in payment of monthly license fee amount or penalty, or for breach of any terms and conditions of the agreement.

#### **Agreement:**

11. **The contract period commences from 31<sup>st</sup> day of the date of issue of allotment letter of the contract whichever is earlier.**

12. 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.
13. Failure to pay Security Deposit and / or to submit 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.

#### **Payment of license fee**

14. The contract amount payable by the advertising contractor shall be paid as under:

(License fee = No. of Buses in region of types offered x LF offered per bus per month) + Taxes).

- a) The amount as agreed to pay to the Corporation for each month along with taxes and other charges if any shall be paid **in advance** on or before 10<sup>th</sup> day of the month to the concerned Regional Manager, APSRTC, along with taxes and other charges if any through demand draft obtained in favour of Dy.CAO/AO, APSRTC, \_\_\_\_\_ Region payable at ---  
-----.
  - b) The advertising contractor shall pay the contract amount to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.
  - c) The contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.
15. The advertising contractor shall have to pay the contract amount as agreed to be paid to the Corporation, irrespective of display of advertisements on the buses.

#### **Taxes / Levies:**

16. The Contractor shall pay GST / imposts/ Levies to the Corporation (at the rate as fixed by the Government from time to time), on license fee, penal interests and fines / penalties in addition to payment of license fee as agreed to be paid to the Corporation.

#### **Penalty clauses:**

17. If the Advertising contractor is found displaying advertisements unauthorizedly or commits any breach of Terms and Conditions of the agreement, the Regional Manager can issue notice to the contractor to rectify the same within a specific period and if the contractor fails to do so, the Regional Manager can impose a penalty up to a maximum of Rs.1000/- (Rupees one thousand only) on each occasion, besides taking other action as deemed fit and proper.
18. If the vinyl sticker / Paint etc., used for display of Ads is peeled off/torn off leading to shabby appearance of the bus, the Regional Manager can impose a penalty of Rs.1000/- (Rupees one thousand only) for each bus in each occasion besides requiring the contractor to rectify the same within specified period.

**License fee Enhancement:**

19. License fee per bus shall be enhanced by 10% over 1st year license fee during 2nd year and 10% over 2nd year license fee during 3rd year of contract

**Default in Payment:**

20. In the event of delay in payment of monthly installment, the Advertising contractor is liable to pay penalty for each day of delay from 1<sup>st</sup> 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 contractor.
21. 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 deposits towards due amounts payable to the Corporation.
  - c) to deface / remove advertisements displayed.
  - d) to terminate the contract

In case contract is terminated, Corporation shall have the right to adjust the Security Deposit and invoke Bank Guarantee 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 amounts.

**Conclusion of Agreement:**

22. After conclusion of Agreement / termination of contract
  - a) No advertisement shall exist on any bus.
  - b) The contractor is responsible to remove the Ads displayed on buses and shall arrange to re-paint the buses as per color scheme of buses with in a period of 7 days from the date of termination or conclusion of agreement.
  - c) Incase the contractor fails to remove the Ads displayed and failed to re-paint the buses within 7 days, Corporation will arrange to deface the Ads and re-paint the buses. In such cases, the contractor shall make good the consequential expenditure incurred. If the contractor failed to repay the expenditure incurred, Corporation will have right to adjust the consequential expenditure incurred towards defacing and re-painting from the Security Deposit and Bank Guarantee



### **Defacement / removal charges**

23. During the subsistence period of contract, if the aesthetic look of the buses affected due to peeling of stickers, the advertising contractor shall remove the Ads and repaint the bus as per the color scheme of the bus within three days of notice given by Depot Manager. In case of failure to repaint the buses, Corporation shall have the right to adjust the consequential expenditure incurred from the license fee payment made during subsequent month.

### **Termination of contract:**

24. a) At any point of time during the subsistence of the contract, the contract can be terminated by Corporation by giving one month advance notice without assigning any reason. In such circumstances, the Security Deposit/ Bank Guarantee will be refunded after all the dues payable to the Corporation have been settled. Corporation shall not be liable to pay any damages that the Contractor may suffer on account of such termination.  
  
b) The contractor can withdraw from the contract by giving three months advance notice to Corporation after completion of 9 months period. The Security Deposit and Bank Guarantee is liable for forfeiture / invoking in case the contractor withdraws from the contract without giving 3 months advance notice.  
  
c) In case of breach of terms and conditions of the agreement, Corporation shall have right to terminate the contract with one week notice besides forfeiture / invoking of Security deposit and Bank Guarantee.

### **Permission for display of advertisements**

25. The advertising contractor shall submit the advertisement to the concerned Depot Manager specifying the content of the advertisement, number of buses / particulars of buses, period of display of advertisement etc. for approval.
26. The Corporation authorities will permit the advertising contractor or any person authorized by the advertising contractor to enter into Depot or premises of the Corporation to carry out their work based on the strength of identity cards issued by the Managing Director of the Agency.
27. 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 on buses. No advertisement shall be displayed on buses without the prior approval of the Depot Manager concerned.

Even, where the advertisement is approved by the Depot Manager, the Regional Manager 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.

## General Terms:

28. The advertising contractor will not be permitted to display ads on the buses which are specifically excluded from display of any commercial advertisements by an order of Managing Director of the Corporation during the subsisting period of contract.
29. i) The advertising contractor shall have to obtain any certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for display of advertisements, at their own cost.  
  
ii) The advertising contractor shall comply with all the rules and procedures laid down in the local/within the territorial limits, in which the business is carried on and shall pay all Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements on buses and there shall be no dues payable to any authority.
30. The advertising contractor shall ensure that all norms of decency and social ethics are practiced for displaying the advertisement content.
31. The advertising contractor shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
32. The advertising contractor shall be responsible to receive Ad-content, and take care of logistics for pasting the Ad on the APSRTC buses.
33. The advertising contractor shall bring all equipment's and materials just before fixing / displaying advertisements on buses, at their own cost. It is also the responsibility of the advertising agent to take away the advertising materials immediately after the fixing / display work is completed.
34. The advertising contractor shall fix the advertisement on buses only during the period when the buses are kept idle or when they are not under operation. He/she shall have no right to detain any bus/buses for the purpose of display of advertisements.  
  
Corporation is not liable for the damages caused to the Advertising contractor by whatsoever reason it might be. It is also the responsibility of the Contractor to remove unauthorized stickers/posters etc., if any pasted on buses.
35. Corporation reserves the right to appoint other contractor(s) for display of advertisements on any other portion of the bus inside / outside the buses, through any mode of advertisement, except on the portion specified and allotted to the Advt. Agent under the present contract.
36. The advertising contractor shall not undertake any advertisements for display which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising agent shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.

37. The advertising contractor shall not display advertisements concerning to Tobacco, Liquor, Panmasala, Alcoholic products - Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.
38. Corporation reserves right to adjust the refundable deposits of this contract towards the dues pertains to any other contract of the advertising contractor to APSRTC.
39. Corporation reserves the right to display advertisements of its choice, on 10% of the total buses and the advertising contractor shall not have any objection nor shall claim any advertisement revenue thereof.

The corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements / Private Advertisements etc on the 10% buses reserved for its choice.

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

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

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

43. In case any bus/buses on which advertisements are displayed is/are not operated due to mechanical breakdown/ accident/ fire/ floods / natural calamities / strike/ agitations/bundhs either by internal or external factors or for any other reasons, for a particular period, or periods, the advertising contractor shall have no right to claim any compensation or reimbursement of loss etc.
44. The advertising contractor is liable for the damages caused to the buses/premises of the corporation or to any property of the corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
45. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc, that the advertising contractor may suffer on account of any advertisements displayed or not displayed on the buses or for any reason or for any other cause.

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

46. The advertising contractor shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under, from time to time like payment of P.F., ESI, Minimum wages as prescribed by the Govt., and submit the proof of compliance. The Agent/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour engaged by them.

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

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

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

48. Advertisements are not allowed on the buses operated to Tirumala.
49. The advertising contractor shall not appoint other firms / agencies / individuals as sub-Agents to carry out the business of display of advertisements.
50. The advertising agent shall not engage persons below the age of 18 years. The persons engaged by the Advertising Agent shall not have any right or claim whatsoever, for employment in APSRTC at a future date.
51. The advertising contractor shall not employ, associate or include as business partner any person who was advertising agent of the corporation and defaulted in payment of contract amount.

In case, it comes to the notice of the Corporation that the advertising Agent has employed/associated/included such person in carrying out the business, the corporation shall have the right to terminate the contract.

52. In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture / invoke the Security Deposit / Bank Guarantee.
53. The business shall be carried out only on the name/firm, as the case may be, that was specified and recorded in the Tender form while submitting the tender. During the course of contract, the Agent/Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
54. The Managing Director of APSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The 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.

55. 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.
56. If any dispute arises between the advertising contractor 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.

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

Sir,

Sub :-**TENDERS** - Submission of Tender for appointment of Advertising Contractor for display of advertisements at specified locations on buses Viz., Indra AC , Slx & U/Dlx buses excluding Hire buses in \_\_\_\_\_ Region for a period of three years - Reg.

Ref: Tender Notification No: Comm- 02/2021-Dy.CM(C-I).

I/We hereby submit Tender for appointment as advertising contractor for display of advertisements at specified locations on buses of different types of buses of APSRTC Viz., Indra AC , Slx & U/Dlx buses excluding Hire Buses in \_\_\_\_\_Region, after carefully going through the Terms and Conditions and other rules stipulated by the Corporation, which are made available to me/us, along with the Tender Form.

Encl: Tender form

Place: Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)  
along with seal

Address:

## ANNEXURE - I

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

Sl No	Reg	Indra	Slx	Udix	Total
1	NEC	8	23	116	147
2	EG	38	144	70	252
3	WG	23	78	34	135
4	KRI	18	221	58	297
5	OGL	20	132	55	207
6	KDP	9	102	59	170
7	KRNL	23	149	37	209

### Details of Ad space provided in sft.

Ad space	U/Dlx	S.Lux	Indra AC
Rear Body panel	11.75	11.75	11.37
Side Top fixed glasses	92.86	79.48	-
Total	104.61	91.23	11.37

## Tender application form

<b>Affix latest passport size photo with self attestation</b>
---

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

Sir,

Sub: Submission of Tender Application form for evaluation of the offer/quote submitted for appointment of Advertising Contractor for display of advertisements on earmarked locations of Indra AC, Slx & U/Dlx buses excluding Hire buses of \_\_\_\_\_ Region for a period of three years- Reg.

- 1) Name of the Tenderer :  
(In capital letters)
- 2) Status (Individual/Partnership :  
Firm/Company/Others) with  
details and proof thereof
- 3) Address for correspondence :
- Telephone No./ Mobile No. :
- 4) Permanent residential :  
address
- Telephone No. :
- 5) Email/Website address :
- 6) TAN Number :
- 7) FIRM GST Number :
- 8) Tender document fee : Rs.11,800/- (for each Region)  
RTGS particulars  
Receipts No: & Date. :  
(Receipt shall be enclosed)



- 9) Earnest Money Deposit : Rs. \_\_\_\_\_/- (for \_\_\_\_\_ each Region)  
 amount particulars  
 a. RTGS No. & Date :  
 b. Bank particulars :
- 10) Annual turnover in outdoor advertisement  
 Business in Lakhs :
- 11) Experience of the Tenderer in outdoor advertising field : \_\_\_\_\_ years  
**(if Experience is mentioned supporting document should be enclosed)**
- 12) I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.
- 13) I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer as detailed below:

<b>Amount offered per bus per month during first year</b>	
<u>In figures</u>	<u>In Words</u>
<b>Rs</b>	

- 14) It is hereby to confirm that I/We are entitled to act on behalf of our Corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 15) I/we hereby agree to be appointed as advertising contractor for display of advertisements on buses of different types of buses of \_\_\_\_\_ Region for a period of three years.
- 16) I/We have perused the terms and conditions of the tender for appointment of advertising contractor for \_\_\_\_\_Region and hereby agree to abide by the said conditions.
- 17) I/we have carefully read and understood the terms and conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)  
 along with seal/stamp

LETTER OF AUTHORISATION FOR ATTENDING TENDERS

Subject: Authorization for submission of e-tender and for negotiations with the tender committee in the e-tenders for display of ads on Indra AC, Slx & U/Dlx buses excluding Hire buses in \_\_\_\_\_ Region.

Following person is here by authorized for submission of e-tenders invited vide notification No. **C1/ 9(4A) / 2020- DY.CM (C-I)**, for display of ads at earmarked locations duly fixing panels of buses in \_\_\_\_\_ Region 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
---------------------	------	--------------------

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.