

TENDER NOTIFICATION NO:-- **COMM-02/2021**,  
E-TENDER ID - 411334



# ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

Tender document for appointment of advertising Contractor for display of ads on passenger seat backs of PVG, EXP,C.Ord, M.Exp Buses (excluding hire buses) of North East Coast(SKLM & VZM), East Godavari, West Godavari, Krishna, Guntur, Ongole, Nellore, Chittoor, Kadapa, Kurnool & Anantapur Regions for a Period Of Three Years.

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

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

Signature of tenderer

## DISCLAIMER

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

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

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

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

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

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

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**e - TENDER DETAILS**

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	<b>OFFICE OF THE VC &amp; MD, CM(COMM) WING, RTC HOUSE, PNBS, VIJAYAWADA</b>
3.	Tender Number	<b>Comm : 01/2021. E-tender ID: 387500</b>
4.	Tender Subject	Appointment of Advertising contractor for display of ads on passenger seat backs in the buses of type PVG, EXP, C.Ord, M.EXP buses excluding hire buses in NEC(SKLM & VZM), EG, WG, KRI, GNT, OGL, NLR, CTR, KDP, KRNL & ATP Regions.
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	Bidders should make payment Rs. 2,00,000/- separately for each Region through RTGS to APSRTC Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA & CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA. In addition to above, bidders shall pay Rs. 100/- towards EMD through APTS-e-portal.
9	Tender document Process Fee	Rs 11800/- (Eleven Thousand eight hundred only) separately for each region.
10.	Tender document Process Fee Payable To	Rs. 11800/- , payment through RTGS to APSRTC <b>Account no: 62472413226, IFSC Code SBIN0020169, Acc. in Name : FA &amp; CAO APSRTC, Bank name: SBI, Branch: Gandhinagar, VJA.</b>
11.	Tender document downloading start date.	12.06.2021 at 11.00am
12	Tender document downloading End date.	04.07.2021 at 05.00pm
13.	Bids Submission Closing Date	05.07.2021 <b>at 02.00pm</b>
14	PQ Stage Evolution Date	05.07.2021 at 02.30 pm
15	Price Bid Evaluation Date	07.07.2021 at 11.30 am
16	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>
17	Security Deposit	Successful tenderer has to pay 6 months license fee of 3 <sup>rd</sup> year of contract to Corporation towards security deposit.
18	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

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		contract to Corporation.
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	CM (COMM), Commercial Section, RTC House, PNBS, Vijayawada, dyctmcomm@gmail.com
23.	Contact Details	9959222746, 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> as per the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> or <a href="http://tender.apecurement.gov.in/">http://tender.apecurement.gov.in/</a> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit the details in the online standard formats displayed in e-Procurement web site. The Bidders shall attach/upload the scanned copies of the receipts of payment of EMD and application fee in the e-procurement web site. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document. The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes levis etc) in the prescribed column of e-portal and shall not fill taxes/ levis column of e-portal.</p> <p><b>1. Digital Certificate Authentication:</b> 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 <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 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s APTS (Andhra Pradesh State Technological Services), the service provider through</p>

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		<p>"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. GST of 18% + Bank Charges on the 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	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. 40 lks, (xi) Experience Certificate for minimum two years and (xii) Certified Income Tax returns filed for the latest two consecutive financial years.

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## 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.

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## DETAILS OF e- Tender Notification **No.Comm - 02 /2021**

1. The tender is for appointment of Advertising contractor for display of ads on passenger seat backs of PVG, EXP, City Ordinary & Metro Express excluding hire buses of North East Coast (SKLM & VZM), East Godavari, West Godavari, Krishna, Guntur, Ongole, Nellore, Chittoor, Kadapa, Kurnool & Anantapur Regions for a period of 3 years.
2. The tenderers may inspect the buses physically either on road or at Bus depots to have a clear idea before submitting their tender.
3. e-Tenders are invited from reputed agencies in single bid system through e-tenders.
4. Tender document process fee of Rs. 11,800/- shall be paid for each Region through RTGS to APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name :** FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA and the receipt of payment of processing fee shall be attached / uploaded at the time of bid submission through online.
5. Bidder shall pay tender application fee separately for each Region.
6. Tender documents can be downloaded from the web site [http://www.apsrc.gov.in/T\\_Advertisements.aspx](http://www.apsrc.gov.in/T_Advertisements.aspx)
7. Details of type wise buses allowed for display of ads on passenger seat backs are mentioned at Annexure-I
8. Earnest Money Deposit of Rs. 2 lakhs for each Region 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.
9. Bidders has to pay Rs. 100/- through APTS e-platform towards EMD in addition to above mentioned EMD at point no. 7 above.
10. The scanned copy of the payment receipt shall be attached /uploaded at the time of bid submission through on line.
11. 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.
12. 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.

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## TERMS AND CONDITIONS OF THE TENDER

### General

1. All the tenderers including those who have downloaded the Tender Document are requested to get in touch with Commercial Department / APSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. Tenders must be submitted on line through e-procurement platform <http://tender.apeprocurement.gov.in/>
4. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.
5. The Bidder shall complete all the processes and steps required for bid submission. The e-portal will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids will not be available to the Tender Inviting Authority for evaluation of bids.
6. The bid of Any person/agency/organization, who/which was a contractor to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing contractor who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender will not be considered by the Tender Committee at the time of evaluation of Bids.
7. The bid of a person/ Organisation who did not honor any allotment of contract given by Corporation after emerging as successful bidder in any other contracts will be rejected and EMD will be forfeited.

### Earnest Money Deposit

8. Tenderer shall pay EMD of **Rs. 2 lakhs** paid through RTGS to APSRTC **Account no:** 62472413226, **IFSC Code** SBIN0020169, **Acc. in Name** : FA & CAO APSRTC, **Bank name:** SBI, **Branch:** Gandhinagar, VJA. In addition, tenderer also has to pay Rs. 100/- through APTS e-portal towards EMD.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
10. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.

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## Eligibility Criteria

11. 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 40 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.*

### Forfeiture of EMD:

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

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

The Tender is liable to be treated as invalid :

- (a) When the EMD is not paid or when the EMD paid is less than what is stipulated in the tender notification.
- (b) When the EMD is paid in a manner other than what is stipulated in the Tender notification
- (c) When Tender form with pre-conditions or additional conditions is submitted.
- (d) When the tender is submitted for a business other than the one notified in the tender Notification.
- (e) When the tender form is submitted on behalf of a minor, accompanied by enclosing necessary proof of guardianship.

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- (f) When the Tender form is submitted by the person who attracts clause 6 or 7 above.
  - (g) When the tender submit bids without meeting eligibility criteria mentioned at point no.11 above and not submit proof of eligibility criteria.
- II. When the successful tenderer fails to pay the Security deposit and / or fails to submit Bank Guarantee within 30 days from the date of issue of allotment letter for the contract.
- III. When the successful tenderer fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.
- IV. When the successful tenderer backs out from taking up the contract for whatsoever reason.
- V. If the rates quoted in the tender application form and in e-portal are different, then the application is treated as invalid and the tenderer will be disqualified and the EMD will be forfeited.

**Submission of Tender:**

- 13. 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.
- 14. 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.
- 15. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization(Annexure-III) shall be attached / uploaded along with tender document in the e-portal.
- 16. Tenderer shall upload/attach the scanned copies of experience certificates in the relevant field along with the tender form in the e-portal.
- 17. The successful bidder shall submit documentary evidence such as annual turnover, Adhar card, PAN card, experience details in the relevant field etc. at the time of entering into agreement besides uploading these documents at the time of tender submission through e-portal.
- 18. The tender form shall be filled in all respects and shall be signed by the Tenderer on all pages of the document. The Tenderers should ensure that their offer is submitted before the closing date and time of e-tenders. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
- 19. The Tenderer shall quote the contract amount per bus per month (irrespective of the type of bus) payable to the Corporation. The amount offered above will be the net amount payable per bus per month to APSRTC excluding taxes.

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

The tender must be unconditional. Conditional offers will be summarily rejected duly forfeiting the EMD.

**Opening and Evaluation of Tenders:**

20. The e-Tenders will be opened in the Chambers of Chief Manager(Comm), RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
21. 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.
22. The bids will be evaluated through e-portal basing on the highest Licence fee offered and tender will be awarded to the tenderer whose offer is the highest after negotiations and recommendations made by Tender committee constituted for this purpose.
23. If two tenderers offer the same amount, the decision of the Tender evaluation committee in awarding the contract is final.
24. Tenderer must quote Base price per bus per month only(to be paid to APSRTC as license fee excluding of Taxes and Levies etc) in the prescribe column of e-portal and shall not fill Taxes/Levies column of e-portal.
25. e-portal will generate the list of bidders in the order of highest quoted( ie as per base price column in the e-portal) and the Tender evaluation committee constituted by APSRTC shall verify and negotiate with the highest Bidder. No correspondence will be entertained outside the process of negotiation/discussion with the committee.
26. Any approach from the tender representative or his agent trying to influence the decision on the tender officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

**Tender Evaluation Committee**

27. The Tender Evaluation Committee constituted by APSRTC shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
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.

**Amendment of Tender Document:**

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

Any Addendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Corporation.

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

#### **Allotment of contract**

30. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall pay the requisite Security Deposit and submit Bank Guarantee to Chief Manager(Comm) and enter into agreement with the Regional Manager concerned within 30 days from the date of issue of allotment letter.
31. Contract period commences from the 31<sup>st</sup> day of issue of allotment letter. No correspondence will be allowed for the change of commencement of contract period.

#### **Termination of tender process**

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

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## GENERAL CONDITIONS OF THE CONTRACT

### Nature of Business:

- 1) The contract is for display of advertisements on Passenger Seats Backs of different types of buses of APSRTC (excluding Hire) Viz., Express, Pallevelugu, Metro Express and City Ordinary buses excluding Hire of North East Coast ( Srikakulam & Vizianagaram), East Godavari, West Godavari, Krishna, Guntur, Ongole, Nellore, Chittoor, Kadapa, Kurnool and Anaparthi Regions for a period of three years.
- 2) The details of approximate no. of buses held at each Region are shown at [Annexure-I](#).
- 3) Corporation reserves the right to display advertisements of its choice, on 10% of the total no. of seats and the Advertising contractor shall not have any objection nor shall claim any advertisement revenue thereof.

The corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements / Private Advertisements etc and the advertising agent shall not claim any financial benefit on these ads displayed by RTC.

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

1. Type of material to be	Light weight scratch proof acrylic
Used by licensee for	sheet to be used for fixing directly
displaying advertisements	on the seat back and surface should be coated with non writable material to avoid writings and scratches. The Ad material containing ad should not be affixed on the seat back rest. However the same can be inserted between acrylic sheet & back rest as shown in the drawing as per annexure-IV.

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

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

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

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

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

**Census:**

5) a) The newly added buses (after commencement of agreement period) will also be made available to the Contractor for which the rates quoted/finalized will be made applicable.

b) Census of buses will be conducted once in every three months (4 times in a calendar year) i.e., 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.

**Period of Contract:**

6) The period of contract is for 3 years.

**Minimum Period of Business:**

7) a) The advertising contractor shall carry out 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 month's 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.

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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:**

8) a)The successful tenderer shall have to pay security deposit i.e., amount equivalent to six highest monthly installments of the contract amount within 30 days from the date of issue of allotment letter for the contract.

b)The Security deposit shall be paid to the Chief Manager (Comm), A.P.S.R.T.C., RTC House, Vijayawada, through Demand Draft obtained from any Nationalized Bank/Scheduled Bank in favour of Financial Adviser, A.P.S.R.T.C., Vijayawada, payable at Vijayawada

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

d)The security deposit will not be adjusted towards monthly installments payable by the advertising contractor.

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

### **Bank Guarantee :**

9) 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.

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**Agreement:**

- 10) **The contract period commences from the 31<sup>st</sup> day of the date of issue of allotment letter of the contract.**
- 11) The successful tenderer shall enter into an agreement with the Corporation duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
- 12) Failure to pay security deposit and / or to furnish bank guarantee / enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / security deposit and bank guarantee paid shall be liable for forfeiture.

**Payment of license fee**

- 13) The contract amount payable by the advertising contractor shall be paid as under:

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

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

**Taxes / Levies:**

- 14) The Contractor shall pay GST / Levies to the Corporation (at the rate as fixed by the Government from time to time), on the contract amount payable to the Corporation, in addition to payment of contract amount as agreed to be paid to the Corporation.

**Penalty clause:**

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

Signature of tenderer



### **Default in Payment:**

- 16) In the event of delay in payment of monthly installment, the Advertising contractor is liable to pay penalty for each day of delay 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.
- 17) If the advertising contractor fails to pay the monthly installments for three consecutive months, or fails to pay the monthly installment within stipulated period thrice during the course of a calendar year, or commits breach of any conditions of the agreement, the Corporation shall have the right to take any one or all the following actions:
- a) to order to stop display of advertisements.
  - b) to adjust the deposits amount towards due amounts payable to the Corporation.
  - c) to deface / remove advertisements displayed.
  - d) to terminate the contract
- In case contract is terminated, corporation shall have the right to adjust the 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 amount.

### **Conclusion of Agreement:**

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

### **Termination of contract:**

- 19) 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.

Signature of tenderer

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.

**General Terms:**

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

Signature of tenderer

- 27) The advertising contractor shall fix the advertisement on Passenger Seats Back of the buses only during the period when the buses are kept idle or when they are not under operation. He/she shall have no right to detain any bus/buses for the purpose of display of advertisements.
- 28) Corporation is not liable for the damages caused to the Ad., by whatsoever reason it might be.
- 29) The advertising contractor:
- a) shall not accept any advertisements for display beyond the date of expiry of the agreement;
  - b) shall not resort to display of advertisements on Passenger Seats Back of buses beyond the space specified for display of advertisements
- 30) Corporation reserves the right to appoint other contractors for display of advertisements on any other portion of the bus inside / outside the buses, through any mode of advertisement, except on the portion specified and allotted to the Advt. Contractor under the present contract.
- 31) The advertising contractor shall not undertake any advertisements for display which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
- 32) a)The advertising contractor shall submit the advertisement to the concerned Depot Manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc., for approval. No advertisement shall be displayed on passenger Seat Back of buses without prior approval of the Depot Manager.
- b)The Depot Manager shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable and against the interests of the Corporation or the general public or not worthy for display on buses.
- c)Even, where the advertisement is approved by the Depot Manager, the Regional Manager concerned and Chief Manager(Comm) at Corporate Office shall have the right either to reject the advertisement or to ask for modification, if in his opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public interest.
- 33) The advertising contractor shall not display advertisements concerning to Tobacco, Liquor, Pan Masala, Alcoholic products - Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.

Signature of tenderer

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

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

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

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

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

Signature of tenderer

- 41) The contractor shall display ads on Passenger Seats Back of buses duly removing / defacing the existing ads, if any.
- 42) The advertising contractor is liable for the damages caused to the buses/premises of the Corporation or any property of the Corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
- 43) The advertising contractor shall have to pay the contract amount as agreed to be paid to the Corporation, irrespective of display of advertisements on the buses.
- 44) The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc, that the advertising contractor may suffer on account of any advertisements displayed or not displayed on the buses or for any reason or for any other cause.

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

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

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

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

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

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

- 48) The advertising contractor shall not engage persons below the age of 18 years. The persons engaged by the Advertising contractor shall not have any right or claim whatsoever, for employment in APSRTC at a future date.

Signature of tenderer

- 49) The advertising contractor shall not employ, associate or include as business partner any person who was advertising contractor of the Corporation and defaulted in payment of contract amount.

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

- 50) In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract besides forfeiting the security deposit / invoking bank guarantee or both.
- 51) The business shall be carried out only on the name/firm, as the case may be, that was specified and recorded in the Tender form while submitting the tender. During the course of contract, the contractor/Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
- 52) The Managing Director of APSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The contractor / Agency have to abide by the conditions modified/incorporated and have to enter into a fresh agreement with the Corporation at his/her/its cost.
- 53) In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the decision of the Managing Director, APSRTC, shall be final and binding on both the parties.
- 54) If any dispute arises between the advertising contractor and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Amaravati for the state of Andhra Pradesh and the courts in Vijayawada will only have jurisdiction.

Signature of tenderer

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 on Passenger Seats Back of different types of buses of APSRTC (excluding Hire) Viz., Express, Pallevelugu, Metro Express, City Ordinary in \_\_\_\_\_ Regions for a period of three years - Reg.

Ref: Tender Notification No:-- Comm-02/2021

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

Encl: Tender form

Place:

Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)  
along with seal

Address:

Signature of tenderer

**ANNEXURE - I**

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

No	Reg	EXP	PVG	M/ EXP	City Ord	RTC TOTAL
1	NEC	77	392	14	0	483
2	VSP	50	127	251	260	688
3	EG	62	345	0	0	407
4	WG	28	346	0	0	374
5	KRI	46	209	100	319	674
6	GNT	99	521	0	0	620
7	PKM	79	326	0	0	405
8	NLR	138	420	0	0	558
9	CTR	146	519	23	0	688
10	KDP	113	306	0	0	419
11	KRNL	118	430	0	0	548
12	ATP	187	413	0	0	600
<b>CORPN.</b>		<b>1143</b>	<b>4354</b>	<b>388</b>	<b>579</b>	<b>6464</b>

Signature of tenderer



## Tender application form

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

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

Sir,

Sub: Submission of Tender Application form for evaluation of the offer/quote submitted for appointment of Advertising Contractor for display of advertisements on Passenger Seats Back of different types of APSRTC (excluding Hire) Viz., Express, Pallevelugu, Metro Express, City Ordinary 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) GST Number :
- 8) Tender document fee :  
(Application fee payment details
  - a. RTGS No: & Date :
  - b. Amount in Rs. : Rs. 11800/-
  - c. Bank particulars :
 (Cheques and DDs will not be accepted)

Signature of tenderer

- 9) Earnest Money Deposit :  
 amount particulars  
 a. Receipt no & Date :  
 b. Amount in Rs. : Rs. \_\_\_\_\_ lkhs  
 c. Transaction particulars :  
 (Cheques and DDs will not be accepted)

- 10) Experience of the Tenderer : \_\_\_\_\_ years  
 in number of years in the  
 outdoor advertising field,  
 (Proof of experience to be enclosed)

- 11) **I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.**

- 12) I/We have carefully read the terms and conditions of the tender document and I/We hereby submit our offer excluding taxes/ levis as detailed below:

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

- 13) 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.
- 14) I/we hereby agree to be appointed as advertising contractor for display of advertisements on Passenger Seats Back of different types of buses of APSRTC (excluding Hire) Express, pallevelugu, Metro Express, City Ordinary of \_\_\_\_\_ Region for a period of three years.
- 15) 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.
- 16) 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

Signature of tenderer

LETTER OF AUTHORISATION FOR ATTENDING TENDERS

Sub:- Authorization for attending the opening of Tenders on \_\_\_\_\_ (Date), called for appointment of region wise advertising contractors for display of advertisements on Passenger Seats Back of different types of buses of APSRTC (excluding Hire)Express, Pallevelugu, Metro Express, City Ordinary (excluding Hire) of \_\_\_\_\_ Region for a period of three years,

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

Order of preference	Name	Specimen signature
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I

II

Signature of Tenderer

Or

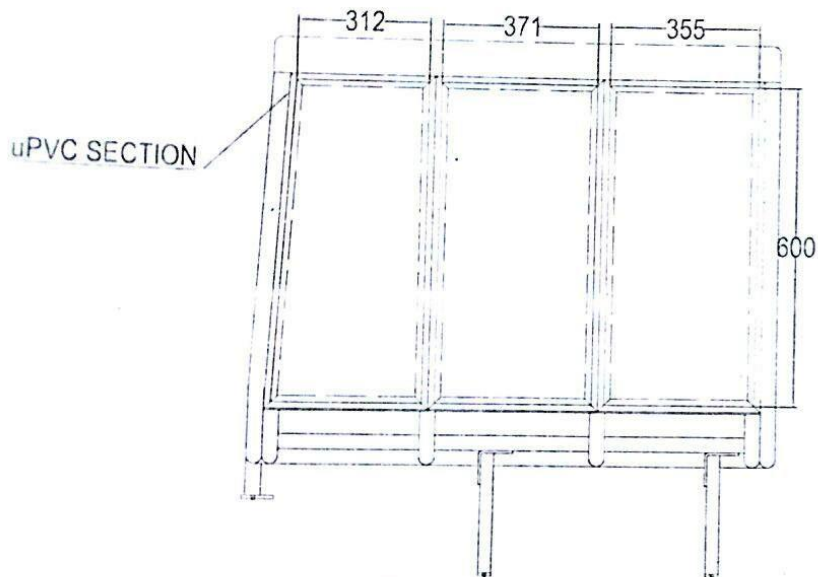
Officer authorized to sign the tender

Note:

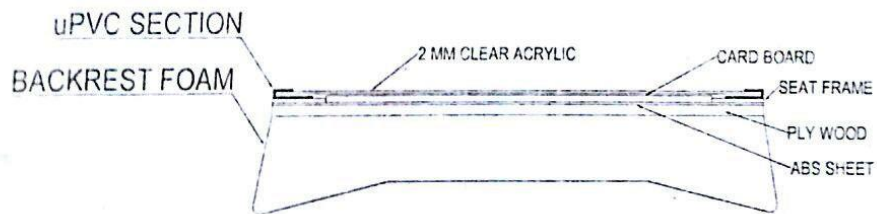
1. Maximum of two representatives will be permitted to attend Tender opening. In case where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where Tenders are opened may be refused in case authorization as prescribed above is not produced.
3. The persons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

Signature of tenderer

Annexure



ADVT. ARRANGEMENT ON SEAT BACK FOR EXPRESS



CROSS SECTION DETAILS OF SEAT BACK

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