Tender Notification No. Comm 2/2024 e-Tender ID: 738597



ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

The tender is for awarding advertising Contracts for Construction of Unipoles at Contractors' own cost in uncovered premises of Bus Stations / Bus Depots / other specified premises located in 16 Districts viz., SKLM, PPM, ASR, AKP, EG, KKD, KNSM, KRI, BPTL, PLND, CTR, ANMA, KRNL, NDL, ATP & SSS for a period of 10 years

O/o The VC&MD, Commercial Department, RTC House, PNBS, Vijayawada – 520013

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

DISCLAIMER

This Tender Document is being issued by APSRTC represented by Chief Manager (Commercial) for inviting e-tenders for awarding District wise advertising contracts for construction of Unipoles in 16 Districts for a period of ten years on such terms and conditions as set out in this Tender Document and Agreement.

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

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

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

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

Information provided in this document to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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.

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

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

e- TENDER DETAILS

of Unipoles in uncovered premises of Bus Stations / Bus Depots / other specified premises located in 16 Districts viz., SKLM, PPM, ASR, AKP, EG, KKD, KNSM, KRI, BPTL, PLND, CTR, ANMA, KRNL, NDL, ATP & SSS for a period of 10 years through e-tenders. 5. Period of Contract 7. Tender Type Dopen Bidders should make payment of EMD amount to APSRTC through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to APTS e-portal. 9 Tender document Process Fee Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	F		
3. Tender Number e-tender ID: 738597, Notification No: Comm 2/2024. Awarding District wise Advertising contracts for construction of Unipoles in uncovered premises of Bus Stations / Bus Depots, Pbm, ASR, AKP, EG, KNSM, KRI, BPTL, PLND, CTR, AMMA, KRNL, NDL, ATP & SSS for a period of 10 years through e-tenders. 5. Period of Contract 7. Tender Type Open Bidders should make payment of EMD amount to APSRTC through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tender should also pay Rs. 100/- for each District to APTS e-portal. 9 Tender document Process Fee Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	1.	Department Name	Andhra Pradesh State Road Transport Corporation
Awarding District wise Advertising contracts for construction of Unipoles in uncovered premises of Bus Stations / Bus Depots / other specified premises located in 16 Districts viz., SKLM, PPM, ASR, AKP, EG, KKD, KNSM, KRI, BPTL, PLND, CTR, ANMA, KRNL, NDL, ATP & SSS for a period of 10 years through e-tenders. 5. Period of Contract 7. Tender Type Open Bidders should make payment of EMD amount to APSRTC through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CA, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to APTS e-portal. 9 Tender document Process Fee Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	2.	Circle/Division	Office of the CM(Comm), RTC House, PNBS, Vijayawada
of Unipoles in uncovered premises of Bus Stations / Bus Depots / other specified premises located in 16 Districts viz., SKLM, PPM, ASR, AKP, EG, KKD, KNSM, KRI, BPTL, PLND, CTR, ANMA, KRNL, NDL, ATP & SSS for a period of 10 years through e-tenders. 5. Period of Contract 7. Tender Type Dopen Bidders should make payment of EMD amount to APSRTC through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to APTS e-portal. 9 Tender document Process Fee Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	3.	Tender Number	e-tender ID: 738597, Notification No: Comm 2/2024.
6. Form of Contract 7. Tender Type Open Bidders should make payment of EMD amount to APSRTC through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District: (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to APTS e-portal. 9 Tender document Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	4.	Tender Subject	CTR, ANMA, KRNL, NDL, ATP & SSS for a period of 10 years
7. Tender Type Dopen	5.	Period of Contract	Ten years
Bidders should make payment of EMD amount to APSRTC through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to APTS e-portal. Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	6.	Form of Contract	As per Tender Document
through either Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada 8. EMD (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to APTS e-portal. 9 Tender document Process Fee Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)	7.	Tender Type	Open
Process Fee for each District. (Inclusive of GST)	8.	EMD	Nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada. The DD shall be submitted along with physical copies tender document and enclosures or NEFT/RTGS to the following Current account of APSRTC Current Account No. 62472413226, IFSC Code SBIN0020169 Branch SBI, Gandhi Nagar, Vijayawada (1) Group-1: Rs. 1,00,000/- for each District: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP District (2) Group-2: Rs. 50,000/- for each District: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts (3) Group-3: Rs. 25,000/- for each District: PPM & AKP Districts (4) Group-4: Rs. 10,000/- for ASR District The tenderer should also pay Rs. 100/- for each District to
10. Tender document Payment of Rs. 5900/- for each District should be made	9		Payment of Rs. 5900/-, (Five thousand nine hundred only) for each District. (Inclusive of GST)
	10.	Tender document	Payment of Rs. 5900/- for each District should be made

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	•	through NEFT/RTGS only as detailed above.
11.	Submission of bid amount	Tenderer has to quote license fee per month payable to the Corporation during 1st year of contract excluding all taxes / levies for each District.
12.	Security Deposit	Successful tenderer has to pay amount equivalent to 6 months license fee of 10^{th} year of contract to the Corporation towards interest free, refundable Security Deposit.
13.	Bank Guarantee	Successful tenderer has to submit bank guarantee for an amount equivalent to 6 months license fee of 1 st year of contract to the Corporation having validity for a period of one year from the date of commencement of agreement towards refundable Bank Guarantee.
14.	Tender document downloading Start date.	22.06.2024 at 10.00 am
15.	Tender document downloading End date.	18.07.2024 at 05.00 pm
16.	Bids Submission Closing Date	19.07.2024 at 02.00 pm
17	PQ Stage Evaluation Date	19.07.2024 at 02.30 pm
18.	Price Bid Evaluation Date	23.07.2024 at 11.30 am
_	Contact Details regarding e-portal	91 9154383633, 9154383634, 7337318402, 7337318403
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, <u>dyctmcomm@gmail.com</u>
23.	Contact Details	9959222746, 9959225300, 9100940728
24.	Procedure to Offer Submission	The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at http://tender.apeprocurement.gov.in as per the procedure given below.
		The Bidders would be required to register on the e- procurement market place www.eprocurement.gov.in or

http://tender.apeprocurement.gov.in/ and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit the details in the online standard formats displayed in e-Procurement web site. The Bidders shall attach/upload the scanned copies of the receipts of payment of EMD and application fee in the e-procurement web site. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.

The bidder shall quote base price only (to be paid to APSRTC as license fee excluding of taxes levis etc) in the prescribed column of e-portal and shall not fill taxes/ levis column of e-portal.

To submit the bids, tenderers shall possess class -3 type Digital Key.

1. Digital Certificate Authentication:

The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform http://tender.apeprocurement.gov.in/

2. Registration with e-Procurement platform:

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

3. Payment of Transaction Fee:

It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s APTS(Andhra Pradesh State Technological Services), the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. No. 13, Dt. 07.05.2006. GST @ 18% + Bank Charges on the transaction amount payable to M/s APTS (Andhra Pradesh

State Technological Services) shall be applicable. 4. Tender Document: The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform only, no other mode of correspondence will be entertained. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this. 5. Bid Submission Acknowledgement: The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS (Andhra Pradesh State Technological Services) are not responsible for incomplete bid submission by users. 25. General Terms & As per Tender Document Conditions Tenderers who submitted bids shall submit physical copies 26 Submission of physical copies of tender of all the documents enclosed in e-portal in the Office of the documents CM(Comm) on the day of bid submission. Every year @ 5% over previous year license fee from 2nd 27 License fee enhancement during year onwards contract period 28. Documents to be i) GST Certificate, ii) Firm Registration certificate, uploaded iii) Firm PAN card, iv) Firm TAN certificate, v) Partnership deed in case of partnership firm, vi) Completely filled and Signed Copy of tender

document, vii) DD or NEFT/RTGS payment receipt towards EMD payment for each District to APSRTC account viii) EMD amount of Rs. 100/- for each District (payment to APTS e-portal), ix) NEFT/RTGS payment receipt towards Tender
processing fee (Rs. 5900/- separately for each District),
x) Proof of average Annual Turnover in advertisement business for equal to or more than Rs. 10 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 http://tender.apeprocurement.gov.in/ to download e-Procurement notification and Tender document
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

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

e-Procurement Help Desk

Vupadhi 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 9154383633, 9154383634, 7337318402, 7337318403**

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

Details of e- Tender Notification No. Comm 2/2024, e-tender ID: 738597

- The tender is for awarding District wise advertising contract for construction of Unipoles in the open (uncovered) premises of Bus stations / Bus Depots / other specified premises at Contractors' own cost on the erected structures in 16 Districts viz., SKLM, PPM, ASR, AKP, EG, KKD, KNSM, KRI, BPTL, PLND, CTR, ANMA, KRNL, NDL, ATP & SSS for a period of ten years.
- 2. Tenders are invited from reputed agencies in two bid system through e-tenders.
- 3. List of bus stations in each District allowed for construction of Unipoles are mentioned at Annexure-I.
- 4. Tender documents can also be down loaded from the web site http://www.apsrtc.gov.in/T Advertisements.aspx. .
- 5. Tender document process fee of Rs. 5900/- for each District shall be paid through **NEFT/RTGS only** and the NEFT/RTGS details of payment of processing fee shall be attached / uploaded at the time of bid submission through online. Tenderer shall pay tender document process fee separately for each District.
- 6. Earnest Money Deposit for each District shall be paid to APSRTC through Demand Draft obtained from any nationalized Bank / Scheduled Bank in favour of FA&CAO, APSRTC, Vijayawada payable at Vijayawada or NEFT/RTGS.

Group-1: **Rs. 1,00,000/- for each District**: VSP, NTR, GNT, PKSM, NLR, TPT, YSR, KRNL & ATP Districts

Group-2: **Rs. 50,000/- for each District**: SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI, BPTL, PLND, CTR, ANMA, NDL & SSS Districts

Group-3: **Rs. 25,000/- for each District**: PPM & AKP Districts

Group-4: Rs. 10,000/- for ASR District

- 7. In addition, the bidder has to pay an amount of Rs. 100/- (one hundred) for each District to APTS e-portal towards EMD and upload the concerned receipts during bid submission in e-portal.
- 8. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
- 9. APSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

CHIEF MANAGER(COMM)

Terms and Conditions of the Tender

General:

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

Earnest Money Deposit:

8. **EMD** shall be paid through Demand Draft obtained from any Nationalized Bank / Scheduled Bank in favor of FA & CAO, APSRTC, Vijayawada payable at Vijayawada or NEFT/RTGS and the scanned copy of the DDs or NEFT/RTGS details shall be attached / uploaded at the time of bid submission through online and the scanned copy of the DDs shall be attached / uploaded at the time of bid submission through online.

EMD of Group-1: Rs. 1,00,000/- : for VSP, NTR, GNT, PKSM, NLR, TPT, YSR,

for each District KRNL & ATP Districts

EMD of Group-2: Rs. 50,000/- : for SKLM, VZM, KKD, EG, KNSM, ELR, WG, KRI,

for each District BPTL, PLND, CTR, ANMA, NDL & SSS Districts

EMD of Group-3: Rs. 25,000/- for each District : PPM & AKP Districts

EMD of Group-4: Rs. 10,000/- : ASR District

9. Bidders have to pay Rs. 100/- for each District through APTS e-platform towards EMD in addition to EMD amount for each District.

- 10. No exemption of EMD is allowed to any Government Organizations / SSIs / MSME, etc.
- 11. The EMD will not carry any interest. The EMD 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. The EMD of the successful tenderer will not be refunded and will be adjusted towards Security Deposit payable to the Corporation.

Forfeiture of EMD:

- 12. The EMD of the tenderer will be forfeited under the following circumstances.
 - I. When the tender form submitted by the tenderer is invalid.

The Tender form is liable to be treated as invalid...

- (a) When the EMD is not paid or when the EMD paid is less than what is stipulated in the tender.
- (b) When the EMD is paid, in a manner other than what is stipulated in the Tender Notification.
- (c) When Tender form with pre-conditions or additional conditions is submitted.
- (d) When the tender is submitted in an unconcerned tender form.
- (e) When the tender is submitted for a business other than that one notified in the tender Notification.
- (f) When the tender form is submitted by minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
- (g) When the Tender form is submitted by the person/ Agency who attracts clause 7 above.
- (h) Non-submission of hard copies as at clause 20.
- (i) Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

- (j)When the tenderer submits bids without meeting eligibility criteria mentioned at clause no.14 and not submit proof of eligibility criteria.
- II. When the tender form is rejected on the grounds at clause 3 above.
- III. When the successful tenderer fails to pay the Security Deposit for the contract which was allotted to him during tenders within 30 days and / or fails to furnish Bank Guarantee within 30 days from the date of issue of allotment letter for the contract.
- IV. When the successful tenderer backs out from the contract, without carrying the business for the stipulated period, for whatsoever reason.
- V. When the successful tenderer fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.

Eligibility Criteria:

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

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

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

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

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

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

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

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

Amendment of Tender Document:

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

Any corrigendum/addendum thus issued shall become a part of the Tender Document and will be posted on the website http://tender.apeprocurement.gov.in/ or www.apsrtc.ap.gov.in/

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

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

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

Submission of Tender:

- 16. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.
- 17. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should intimate and obtain clarification prior to submission of the tender.
- 18. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization shall be attached / uploaded along with tender document in the e-portal.
- 19. Tenderer shall upload/ attach the scanned copies of experience certificates if any in the relevant field along with the tender form in the e-portal.
- 20. The successful bidder shall submit hard copies of the signed tender document on all pages including all the copies uploaded during tender submission at the time of opening of PQ stage without fail such as annual turnover, Aadhar card, PAN card, GST Certificate and experience letter in the relevant field etc., besides uploading while tender submission through e-portal. <u>Tender document must be signed on all pages.</u>
- 21. The tender shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted before closing date and time of e-tenders. Incomplete tenders or tenders not fulfilling any of the conditions

- specified above are liable to be rejected without assigning any reason duly forfeiting EMD.
- 22. By submitting the requisite EMD for each District Tenderer can quote for any number of Districts for construction of Unipoles in notified bus stations at annexure —I and contract will be allotted to the tenderer who quotes highest rate for that particular District per month. The tenderer shall not quote taxes, levies etc., in e-portal except the base price to be paid to Corporation.
 - a) The amount quoted in tender is the amount agreed to be paid to the Corporation towards license fee per month (excluding taxes and levis etc.,) during 1st year of contract in tender application form/in e-portal.
 - b) The tender must be unconditional. Conditional offers will be summarily rejected duly forfeiting EMD. The amount quoted by the Tenderer shall be entirely in Indian Rupees only.

Opening and Evaluation:

- 23. The e-Tenders will be opened in the Office of Chief Manager(Comm), APSRTC, RTC House, PNBS, Vijayawada as per the schedule indicated in the tender document.
- 24. In the event of the date specified for opening of tender being declared as a holiday for APSRTC's office, the due date for submission of tenders and opening of tenders will be the following working day.
- 25. The Bids will be evaluated by e-portal basing on the highest base price i.e., License fee offered per month for the first year of contract and tender will be awarded to the tenderer whose offer is the highest, after negotiations and recommendations made by Tender Committee constituted for this purpose.
- 26. If two tenderers offer the same amount per District per month, tenderers will be requested to submit new quote in a closed envelope and the tender will be allotted to the tenderer who offered more amount per District per month. Incase the bidders failed to submit the new quotes in a closed envelop, tender will be allotted to the tenderer who is having more experience.
- 27. e-portal will generate the District wise highest bidders list (i.e., base price column in the e-portal) and the Tender Evaluation Committee constituted by the APSRTC shall verify and negotiate with the highest bidder. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 28. Any approach from the tender representative or his Contractor trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

Allotment of contract:

29. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into

Signature of tenderer

agreement with the concerned DPTO within 30 days from the date of issue of allotment letter duly paying 6 months license fee of 10^{th} year towards Security Deposit and Bank Guarantee for an amount equivalent to 6 months license of 1^{st} year for a validity of one year period at Corporate office to Chief Manager(Comm).

Agreement:

- 30. The contract period commences from 31st day of the date of issue of allotment letter or commencement of business by the successful tenderer, whichever is earlier.
- 31. The successful tenderer shall enter into an agreement with the Corporation duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
- 32. The successful tenderer shall submit documentary evidence such as Aadhar card, Firm PAN, GST, TAN Certificate etc., at the time of entering into agreement.

Termination of tender process:

33.

- a) 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.
- b) The VC&MD of APSRTC reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof. The tenderer shall have no cause of action or claim against APSRTC for rejection of his / her tender.

General Conditions of the Contract

Nature of Business:

- The tender is for awarding District wise advertising contract for construction of Unipoles in the open (uncovered) premises of specified Bus stations/Bus Depots / other specified premises in 16 Districts viz., SKLM, PPM, ASR, AKP, EG, KKD, KNSM, KRI, BPTL, PLND, CTR, ANMA, KRNL, NDL, ATP & SSS at Contractors' own cost on the erected structures for a period of Ten years.
- 2. The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender & know the potentiality of Bus Station.

Period of contract:

3. The period of contract is for 10 years.

4. Permitted:

- a) The successful tenderer in the District will be allowed to construct Unipoles in the open (uncovered) premises of specified Bus stations/Bus Depots / other specified premises of APSRTC only.
- b) Before construction of Unipoles approval of the respective DPTO shall be obtained. The exact locations will be specified by the DPTO concerned and the Unipoles have to be constructed at that location only. The DPTO may specify the location / size of the Unipoles keeping in view of the movement of travelling public.
- c) The successful tenderer can put up two hoardings in V shape or three hoardings on the Unipole depending upon the feasibility of the location and structural stability.
- d) The successful tenderer will also be permitted to construct Unipole / Unipoles at other premises/ places of the Corporation (other than the allotted locations) where there are no proposals for BOT/ DOT constructions, and if the Corporation satisfies that the space can be utilized for construction of Unipole / Unipoles. The successful tenderer has to pay additional license fee for Unipole as decided by the DPTO on the recommendations of tender committee.

5. **Not permitted:**

- a) The successful tenderer is not permitted to utilize any space other than the earmarked locations for construction of Unipoles specified in Annexure I.
- b) The successful tenderer shall furnish structural stability certificate issued by a licensed structural Engineer along with the sketch / plans prepared by a licensed architect for construction of Unipole. The sketch/plans **shall be**

got approved by the Statutory Authority. The size of the Unipoles shall be nearer to the sizes specified by the DPTO and shall be within the statutory permissible limits.

- c) The tenderer shall submit approved plans for verification of structural stability to Civil Engineering Department of the Corporation at District level and to construct the Unipoles as per the size, specifications and standards as approved by the Civil Engineering Department at District level taking into consideration the location of the site / wind velocity, soil condition etc. The Contractor has to make required modifications as suggested by the Civil Engineering Department of the Corporation.
- d) The Advertising Contractor shall construct Unipoles / display boards on Unipoles only with prior approval of the DPTO / Depot Manager / Assistant Traffic Manager of the Bus station concerned, in such a way that they shall not cause any hindrance to the working of the APSRTC, Traffic movements and do not block and spoil the elevation of the Buildings, Civil structure and cause damage to the property of the Corporation.

6. **Security Deposit:**

- a) The successful tenderer shall have to pay Security Deposit i.e., amount equivalent to six months license fee of 10^{th} year of 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 favor of Financial Adviser, APSRTC, Vijayawada, payable at Vijayawada or through NEFT/RTGS.
- c) The Security Deposit will not carry any interest will not be adjusted during the tenure of the contract period towards monthly license fee payable by the advertising Contractor unless the situation warrants for the same.
- d) The Security deposit will be refunded to the Bidder after one month from the date of completion of contract period, after adjusting the dues, if any payable by the advertising Bidder to the Corporation.
- e) In case of termination of contract due to breach of terms and conditions of contract / agreement, Corporation shall have the right to adjust the Security Deposit and Bank Guarantee paid by the advertising Bidder towards the dues payable to the Corporation and to forfeit the balance Security Deposit.

7. **Bank Guarantee:**

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

Agreement:

- 8. The contract period commences from 31st day of the date of issue of allotment letter of the contract whichever is earlier.
- 9. The successful tenderer shall enter into an agreement with the Corporation duly paying applicable stamp duty within 30 days from the date of issue of allotment letter for the contract.
- 10. Failure to pay Security Deposit and / or to submit 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 submitted shall be liable for forfeiture / invoke.

License fee Holiday:

11. License fee holiday for a maximum period of three months from the date of commencement of contract period (on the request of the Bidder only) will be given for construction of Unipoles & for obtaining permissions from the concerned Authorities. The Contractor shall pay license fee from 4th month onwards or from the date of commencement of business whichever is earlier. License period includes License period holiday.

Payment of License Fee:

- 12. The License fee payable by the advertising Bidder shall be paid as under:
 - a) The amount quoted in the tender is the license fee per month during 1st year excluding all taxes and levies and will be enhanced by 5% every year over previous year license fee from 2nd year onwards.
 - b) The advertising Bidder shall pay monthly license fee with applicable GST as agreed to be paid to the Corporation, irrespective of display of advertisements in each District.
 - c) The Bidder shall pay license fee along with levies **in advance** on or before 10th day of the month to the concerned DPTO, APSRTC, through demand draft obtained in favour of Dy. CAO / AO, APSRTC, _______District payable at _____ or through NEFT/RTGS to the current account of APSRTC of respective DPTO office. In case holiday falls on 10th of the month, Bidder shall make payment on the next working day.
 - d) The Advertising Bidder shall pay the license fee to the Corporation, without any deductions. In other words, the amount quoted in the Tender / agreed to be paid to the Corporation towards the contract shall be paid in Toto.
 - e) The Bidder shall pay license fee to the Corporation without deducting TDS and any other taxes, as APSRTC is exempted from TDS.

- f) The Bidder shall pay the electricity charges along with monthly license fee as fixed by the Corporation for the respective bus station / particular place.
- g) In the event of delay in payment of monthly license fee and other charges the Advertising Bidder is liable to pay **penalty** for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the monthly license fee amount. This clause shall not prevent the Corporation from invoking performance security (bank guarantee) and forfeiting the security deposit of the advertising Bidder.
- h) Corporation is not responsible for delay (beyond three months) in obtaining permissions and construction of Unipoles by the successful tenderer for any reason and the Bidder shall pay license fee irrespective of completion of construction of Unipoles.

13. License fee Enhancement:

License fee shall be enhanced by 5% every year over previous year license fee from 2^{nd} year onwards.

14. Taxes / Levies:

- a) The Bidder shall pay GST / imposts/ Levies to the Corporation (at the rate as fixed by the Government from time to time), on license fee, electricity charges, penal interests and fines / penalties in addition to payment of license fee and electricity charges as agreed to be paid to the Corporation. In case of delay in payment of GST, the Bidder has to make payment of penalty @ 36% on GST and for the delayed payment.
- b) The advertising Bidder shall comply with all the rules and procedures laid down in the local/within the territorial limits, in which the business is carried on and shall pay all Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements through Unipoles in bus stations and there shall be no dues payable to any authority.

Electricity Charges:

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

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

Penalty Clause:

Signature of tenderer

16. If the Advertising Bidder is found displaying advertisements un-authorizedly or commits any breach of Terms and conditions of the agreement, a penalty up to a maximum of Rs.1000/- on each occasion will be imposed, besides taking other action as DPTO thinks fit and proper.

17. **Default in Payment:**

- i. In the event of delay in payment of monthly license fee & Levis, the Advertising Bidder is liable to pay penalty for each day of delay from 1st of the month @ 36% per annum on the amount payable in addition to the license fee amount. This clause shall not prevent the Corporation from invoking the Bank Guarantee and forfeiting the Security Deposit of the advertising Bidder.
- ii. If the advertising Bidder fails to pay the monthly license fee for three consecutive months, or fails to pay the monthly license fee within stipulated period thrice during the course of a calendar year, or commits breach of any conditions of the agreement, the Corporation shall have the right to take any one or all the following actions:
 - a) to order to stop display of advertisements.
 - b) to adjust the Bank Guarantee amount towards due amounts payable to the Corporation
 - c) to terminate the contract.
- iii. In case of termination of contract due to breach of terms and conditions of the agreement, Corporation shall have the right to adjust the security deposit and Bank Guarantee amounts towards due amounts payable to the Corporation including incidental financial losses that might arise on account of such premature termination and to forfeit the balance security deposit.

18. Minimum period of business:

- a) The advertising Bidder shall carryout his business of display of advertisements on the allotted locations for a minimum period of one year from the date of commencement of the contract.
- b) In the event of the advertising Contractor seeking premature termination of contract within the stipulated one year period, the Contractor has to pay the balance monthly license fee for the left over minimum stipulated period of one year.
- c) In the event of the Advertising Bidder seeking premature termination of the contract within the stipulated minimum period of one year, the Advertising Bidder shall submit a 3 (three) months advance notice on completion of 9 months period. In case of such pre-closure, the Bidder has to make payment of license fee for 3 months' notice period also from the date of such notice. Else, the license fee with applicable penal interest will be deducted from deposits.

- i. In the event of advertising Bidder seeking pre-closure of contract before 9 months period, the deposits will be refunded duly deducting unpaid license fee for minimum period of one year with applicable taxes and interests.
- ii. If the Bidder clears the balance contract amount for the left over minimum stipulated period of one year, the Security Deposit and Bank Guarantee will be refunded. In case the Bidder fails to pay the amount which falls short of the amount payable for one year, Corporation has the right to adjust the Security Deposit and invoke Bank Guarantee towards the dues payable by the Bidder and to refund the balance deposits, if any. In the event of any further short fall even after adjustment of Security Deposit and Bank Guarantee, the Bidder shall make good the short fall within the prescribed time.

19. **Conclusion of Agreement:**

- a) The Bidder is responsible to remove the Unipoles from the Bus stations / Locations after expiry of the contract period. The Bidder shall not resort for display of advertisement in any Location / Bus station after completion of the contract period.
- b) No display of any advertisement shall exist in any Bus station / Locations after completion of the contract period.
- c) In case the Advertising Bidder displays the advertisements after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the advertising Bidder is liable to pay penalty at the rate of Rs.2,000 (Rupees two thousand only) per day per Bus station / Locations, for displaying advertisements unauthorizedly.
- d) The advertising Bidder shall reimburse the consequential expenditure involved in removing Unipoles and related material in case the Corporation removes the same. The Corporation shall also have the right to adjust the deposits made by the Bidder towards the removal charges.

20. Termination of Contract:

- a) At any point of time during the subsistence of the contract, the contract can be terminated by the Corporation giving one month advance notice without assigning any reason. In such circumstances, the Security Deposit & Bank Guarantee which may remain to the credit of the Corporation will be refunded after all the dues payable to the Corporation have been settled. Corporation shall not be liable to pay any damages that the Bidder may suffer on account of such termination.
- b) The Bidder can withdraw from the contract by giving three months advance notice to Corporation after completion of 9 months contract period and complete the minimum period of one year business. The Security Deposit and Bank Guarantee liable for forfeiture in case the Bidder withdraws from the contract without giving three months' advance notice to the Corporation.

- However, the Bidder is permitted to exercise this option only on completion of minimum stipulated period of one year. Corporation reserves the right to terminate the contact at any time during the contract period by giving 3 months advance notice to the advertising Bidder.
- c) In case of breach of terms and conditions of the contract, Corporation shall have the right to terminate the contract with in a week days advance notice. In such case the security deposit and Bank Guarantee is liable for forfeiture / invoking.

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

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

General Terms:

- 22. The advertising Contractor shall bring all equipment's and materials for displaying advertisements, at their own cost. It is also the responsibility of the advertising Bidder to take away the advertising materials immediately after license period is completed.
- 23. The advertising Bidder shall submit proposals to the DPTO for construction of Unipoles in the Bus stations/ locations with the following details:
 - a) Rough sketch indicating the proposed construction of Unipoles
 - b) Load of Electricity required
 - c) The DPTO shall have the right to reject or modify the proposal submitted by the advertising Bidder, DPTO may decide the location for construction of Unipole.
 - d) The advertising Bidder shall construction of Unipoles only at such locations as approved and indicated by the DPTO of the respective District and the same may be incorporated in the agreement indicating the locations in each bus station.
 - e) Under no circumstances, the Bus stations / Bus Depots of Corporation should be allowed to lose their identity in the process of display of advertisements.
- 24. The successful Bidder shall display advertisements through Unipoles in notified bus stations located in the District (as mentioned in Annexure-I) as on the date of commencement of contract except the following:
 - a. Such of those bus stations that would be commissioned after the date of commencement of contract.

- b. Bus Stations which are specifically excluded by an order of VC&MD of Corporation.
- 25. The Advertising Bidder shall submit the advertisement to the DPTO specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.
- 26. The DPTO shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable against the interests of the Corporation or the general public or not worthy for display.

No advertisement shall be displayed without the prior written approval of the DPTO.

- 27. The advertising bidder shall not accept any advertisements for display beyond the date of expiry of the agreement.
- 28. The Advertising Bidder shall not appoint other firms/agencies/ individuals as sub-Bidders to carry out the business of display of advertisements through Unipoles in the specified Bus stations/ locations.
- 29. The advertising Bidder shall not employ, associate or include as business partner any person who was advertising Bidder of the Corporation and defaulted in payment of contract amount.
 - In case, it comes to the notice of the Corporation, that the advertising Bidder has employed/associated/included such person in carrying out the business, the Corporation shall have the right to terminate the contract, if the Bidder does not respond to the notice given by the Corporation to delete such persons.
- 30. The Advertising Bidder shall not undertake any advertisements for display, which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public, Religious/ political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising Bidder shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
- 31. The Advertising Bidder shall not display advertisements concerning tobacco, tobacco products, liquor, Pan-masala, alcoholic products like narcotics, obscene material or any other product prohibited by Law/ under any orders issued by the Government of Andhra Pradesh/Government of India/Corporation from time to time.
 - In case any advertisement displayed which may offend the decency of any individual and claims for any compensation for damaging the social reputation and infringement of the personal privacy, the advertising contractor is solely responsible for payment of such compensation awarded in any legal suit.
- 32. The Advertising Contractor shall not undertake any advertisements for display of competitors in passenger transport and Cargo / Parcel/ courier transport business.

- 33. The Contractor shall be governed by all the Statutory provisions prescribed by the State / Central / Local Laws and shall have to obtain relevant certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for construction of Unipoles and display of advertisements.
- 34. The advertising Bidder shall comply with all the laws, rules and procedures laid down in the local/ within the territorial limits, in which the business is carried out and he/she shall pay all the Taxes, fees, or other sums payable to the local authorities for the purpose of carrying on the business of display of advertisements through Unipoles in the bus stations/ locations and there shall be no dues payable to any authority.
- 35. The advertising Contractor shall pay **GST/ other statutory imposts** to the Corporation as fixed by the Government from time to time on the contract amount payable to the corporation, in addition to payment of contract amount as agreed to be paid to the Corporation every month.
- 36. The Bidder shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
- 37. If there are any changes in the Advertisement Policies of the Govt. / Local body etc. during the subsisting period of contract, the Advt. Contractor has to abide by the changes so made, at his/her own cost. Corporation will not bear the cost of damage / loss etc., if any caused to the Advt. Contractor due to the effect of these changes.
- 38. The advertising Bidder shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through Unipoles. The persons engaged by the advertising Bidder shall not have any right or claim whatsoever, for employment in APSRTC at a future date.
- 39. The advertising Bidder shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under, from time to time like payment of P.F., Minimum wages as prescribed by the Govt. of A.P and submit the proof of compliance. The Contractor/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions contract labour (Regulation & Abolition) Act, 1970.
- 40. The Contractor can take away their constructed Unipole after successful completion of contract period. In case the bidder fails to remove the Unipoles within 30 days after completion of contract period, Corporation will have the right to confiscate such properties.
- 41. Corporation shall have the right to operate any Bus station/ location or not to operate any bus station depending upon its exigencies. The Corporation at its discretion shall have the right to make use of the bus station for any other purpose other than for the use of passengers/buses. The advertising Bidder shall not have

- any right or objection in making use of the bus station/bus station building/premises of the Corporation for other purposes.
- 42. Corporation reserves the right to appoint another Bidder to display advertisements through any media i.e., LED system, hoardings, electronic display systems etc., in the premises of all the Bus stations of the District and the Bidder appointed for display of advertisements through Unipoles in same bus stations shall not raise any objection nor shall claim any revenue thereof.
- 43. Even, when the advertisement is approved by the DPTO, the Corporation shall have the right either to reject the advertisement or to ask for modification, if in its opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public.
- 44. The advertising Bidder is liable for the damages caused to the Bus stations in the course of construction of Unipoles and during display of advertisements in the Bus stations or in the course of removing the equipment / machinery fixtures etc., from the Bus stations. The advertising Bidder shall have to repair the damage or remit the cost of damages as assessed by the Corporation, failing which, the cost of damage will be recovered from the security deposit or by invoking the Bank Guarantee.
- 45. The Corporation reserves the right to utilize 10% of the space in each Unipole for display of any information of its choice and the advertising Bidder shall not have any objection nor shall claim any advertisement revenue on that behalf.
- 46. The Corporation is not accountable for any loss or damage that the advertising Bidder may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.
- 47. The advertising Bidder shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements through Unipoles.
- 48. The advertising Bidder shall have to pay the contract amount as quoted in the Tender/as finalized by Tender Committee, irrespective of display of advertisements through Unipoles.
- 49. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc., installed in the Bus stations by the advertising Bidder.
- 50. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person / workmen engaged by the Advertising bidder in connection with display of advertisements through Unipoles or in case of death or injury caused to any person/ public during the course of carrying out his business. The Advertising Bidder is liable to bear all expenses and for payment of compensation in such cases.
- 51. The advertising Bidder shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by the Corporation.

- 52. In case the advertisements are not displayed due to electricity breakdown/ bundhs/ war/ fire / agitations/ strikes or for any other internal or external factors, for a particular period or periods the Corporation shall not be liable for any loss or damage caused to the advertising Bidder.
- 53. VC&MD of APSRTC, reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The Bidder shall have no cause of action or claim against APSRTC or its Officers, employees successor assignee for rejection of his/her tender.
- 54. No modification to, amendment of, or waiver of any provision of this Agreement will be binding, unless the same is made in writing and signed by the parties or by their expressly authorized representatives
- 55. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract with one month notice besides forfeiture of deposits.
- 56. APSRTC reserves right to order the Bidder/ agency to remove Unipoles constructed in any bus station during subsistence period of agreement depending upon its exigencies like modification/ expansion of bus stations etc,. The advertising bidder shall not have any right to object, but he may claim for reduction in license fee as decided by the DPTO on the recommendations of the tender committee.
- 57. The business shall be carried out only on the name/firm, as the case may be, that was specified on the Tender form, while submitting the tender. The bidder may apply for change of firm name only after submission of all required documents like Certificate of Incorporation issued by Registrar of Companies under the Companies Act 1956, Memorandum of Association, Articles of Association, List of Directors etc., and entering into a supplementary agreement on the name of new firm at his own cost.
- 58. In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the decision of the VC&MD, APSRTC, shall be final and binding on both the parties.
- 59. If any dispute arises between the advertising Bidder and Andhra Pradesh State Road Transport Corporation, the High Court of judicature at Amaravati for the state of Andhra Pradesh and the courts in Vijayawada will only have jurisdiction.

Chief Manager(Comm)

Andhra Pradesh State Road Transport Corporation

То	The Chief Manager(Comm), A. P. S. R. T. C. RTC House, PNBS, Vijayawada.	
	Sir,	
	(uncovered) premises of specif	struction of Unipoles in the open fied Bus stations/Bus Depots / other District at agents' own with
	Ref: Tender Notification No: Comm 2/20	024
	I/We hereby submit Tender for awarding D construction of Unipoles in the open (und stations/Bus Depots / other specified premises ten years, after carefully going through the 1 stipulated by the Corporation, which are made as Form.	covered) premises of specified Bus District for a period of Ferms and Conditions and other rules
	Encl: Tender form	
	Place:	Yours faithfully,
	Date:	
		(SIGNATURE OF THE TENDERER) along with seal
		Address:

ANNEXURE - I

The details of District wise no. of bus stations are given below: (The DPTO may specify the location / size of the Unipoles keeping in view of the movement of travelling public)

S No.	S No.	District	Depot	Bus station/ Location Class		Proposed Unipoles	
1			SKLM-1	Srikakulam-1 Depot A		1	
2			Palasa	Itchapuram	С	1	
3	1	SKLM	Tekkali	Nandigam	С	1	
4			Tekkali	Tekkali Depot	С	1	
5			Tekkali	Meliaputti	С	1	
6	2	PPM	Palakonda	Palakonda	В	1	
7	3	ASR	Paderu	Paderu	С	1	
8	4	AKP	Anakapalli	Anakapalli	В	1	
9			Tuni	Tuni	В	1	
10			Tuni	Kattipudi	С	1	
11			Kakinada	Kakinada	A	1	
12	5	KKD	Kakinada	Samalkota	В	1	
13			Peddapuram	Peddapuram	С	1	
14			Annavaram	Annavaram	В	1	
15			Eleswaram	Jaggampeta	С	1	
16			Amalapuram	Amalapuram	В	1	
17		ICNICNA	Ravulapalem	Ravulapalem	В	1	
18	6	KNSM	KNSM	Ramachandrapuram	Draksharamam	С	1
19			Razole	Razole	С	1	
20	7	EG	Rajahmundry	Rajahmundry A		1	
21	8	KRI	Gannavaram	Gannavaram C		1	
22			Bapatla	Bapatla B		1	
23	9	DDTI	Repalle	Repalle	С	1	
24	9	BPIL	BPTL	Addanki	Medarametla	С	1
25			Addanki	Marturu	С	1	
26	10	PLND	Piduguralla	Dachepalli	С	1	
27	10	PLND	Piduguralla	Piduguralla	С	1	
28			Chittoor-2	Chittoor	A	4	
29			Chittoor-2	Puthalapattu	С	1	
30	11	CTR	Palamaneru	Palamaneru	В	1	
31	11	CIK	Palamaneru	Palamaneru Depot		1	
32			Kuppam	V Kota	В	1	
33			Kuppam	Kuppam	В	1	
34			Pileru	Kalikiri B		1	
35	10	ANINAA	Rayachoti	Kalakada	С	1	
36	12	ANMA	Rajampet	Chitvel	С	1	
37			Rayachoti	Rayachoti	В	2	

S No.	S No.	District	Depot	Bus station/ Location Class		Proposed Unipoles				
38			Allagadda	Allagadda B		1				
39			Allagadda	Chagalamarri	С	1				
40			Allagadda	Ahobhilam	С	1				
41			Atmakur(K)	Atmakur	В	1				
42			Atmakur(K)	Srisailam	В	1				
43			Banaganapalle	Banaganapalle	С	1				
44	13	NDL	Dhone	Dhone	В	1				
45	13	NDL	Dhone	Veldurthy	С	1				
46			Dhone	Peapully	С	1				
47			Koilakuntla	Koilakuntla	В	1				
48			Nandikothkur	Nandikothkur	В	1				
49							Nandikothkur	Jupadu Banglow	С	1
50				Nandyal	Panyam	С	1			
51			Koilakuntla	Dornipadu	С	1				
52			Kurnool-1	Kurnool	MAJOR	1				
53			Yemmiganuru	Kodumuru	С	1				
54			Yemmiganuru	Yemmiganuru	В	1				
55			Yemmiganuru	Mantralayam	В	1				
56	14	KRNL	Adoni	Aluru	С	1				
57			Adoni	Aspari	С	1				
58			Adoni	Kowthalam	С	1				
59			Pattikonda	Pattikonda	С	1				
60			Adoni	Adoni	В	1				
61			Rayadurg	Rayadurg	В	1				
62	15	ATP	Uravakonda	Uravakonda	В	1				
63			Guntakal	Guntakal depot B		1				
64	16	SSS	Penukonda	Penukonda	С	1				
		Tota	1	64		68				

ANNEXURE-II

Tender application form

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

Affix latest passport size photo with self

Sir	′			

	House, PNBS, awada.	
ir,		
	Sub:-Submission of Tender for evaluate awarding advertising Contract for cost with advt rights of	construction of Unipoles at agents' own
	Name of the Tenderer (Full name in capital letters)	:
	2) Status (Individual/Partnership Firm/Company/Others) (Mansion the c	: orrect)
	3) GST certificate No.	:
	4) Address for correspondence	:
	Telephone No.	
	5) Permanent residential address	:
	Tolophono No	
	Telephone No.	•
	6) Email/Website address for corresponde	nce:
	7) Tender document fee (Application fee payment details) a) RTGS/ NEFT details & Date b) Amount in Rs.	: Rs.5900/- (Five thousand nine hundred only for District
	c) Bank particulars (Cheques will not be accepted)	:

Signature of tenderer

Earnest Money Deposit amount particulars	:Rs	/- (for	District)
a. DD No. / NEFT Details & Date	:		
b. Bank particulars	:		
9) PAN No. & TAN No. 10) Aadhar card No.	:		
11) Partnership deed	:		
12) Annual turnover (in Lakhs)	: Year: Year:		akhs: akhs:
Average annual turnover (Certified by CA and copies are to be uploa	: Year:	_	akhs:
13) Profit & Loss and Balance sheet Stateme of latest two years P&L Balance sheet			
14) Experience of the Tenderer in number of years in the advertising fie (Experience certificates for the specified page 1	ld	_ years e enclosed)	
15) I/We hereby submit the certified copies of Income Tax returns filed for the last two years Income Tax proof			
16) I/We have carefully read the terms and I/We hereby submit our offer for Dis			
17) I/We understand that the contract am enhanced @ 5% every year over the p second year onwards.			•
18) I/we hereby agree to be appointed advertisements through Unipoles in the	Bus station	_	. ,
19) I/We have perused the terms and condition display of advertisements through Unipole abide by the said conditions.			
20) I/we have carefully read and understood the of the contract and herby confirm my/our stipulated. In the event of my/our fail Conditions, the EMD amount paid by me/us	acceptance ure to abide	to the Terms by any of	and Conditions
Date:		` •	of the tenderer) with seal/stamp

ANNEXURE - III

Letter of authorization for attending tenders

Subject: Authorization for submission of e-tender and for negotiations with the tender committee in the e-tenders for awarding District wise advertising contract for display of advertisements through Unipoles in uncovered premises of Bus stations.

Following person is here by authorized for submission of e-tenders, invited vide Notification No. Comm: 2/2024, for construction of Unipoles at contractors' own cost with advertisement rights in specified bus stations ofDistrict and for negotiations with the tender committee mentioned above on behalf of (Tenderer).
Order of preference Name Specimen signature
I II
Signature of Tenderer
Or Signature of the authorized person to sign the tender
Note: The persons authorized by the tenderer above shall have decision making power.