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ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

Office of the VC & MD  
Mushirabad:Hyderabad

No:CS/9(7)/99-GPD(C)

**CIRCULAR NO.3/2000-GPD(C), DATE:25-1-2000**

**Sub: ADVERTISEMENTS - Appointment of Zone-wise Agents for providing and Maintaining Seat Head Rest Covers with Advertisement rights - Instructions issued - Regarding.**

Corporation has identified several media for exploiting commercial revenues through display of Advertisements.

Innumerable representations are being received from Individuals / Firms to permit them to provide Seat Head Rest Covers in Hi-Tech / Metroliner buses with rights for display of advertisements.

The entire issue is examined in detail and observed that Corporation is incurring heavy expenditure towards purchase and washing of Seat Head Rest Covers provided in Special Type buses such as Hi-Tech / Luxury and Metroliners.

By appointing Zone-wise Agents who provide and maintain Seat Head Rest Covers, the expenditure towards purchase and maintenance of Seat Head Rest Covers can be avoided, besides realising some revenue towards Advertisement rights awarded to the Agents on Seat Head Rest covers.

Hence it is decided to appoint Zone-wise Agents for providing and maintaining Seat Head Rest Covers with rights for display of Advertisements.

The salient features of the Scheme are as follows:

- 1) Executive Directors will invite Bids / offers from the intending business persons by releasing Tender Notification at Zonal level to be published in the News Papers widely circulated in the concerned Regions / Districts of the Zone.
- 2) The intending Tenderers have to pay EMD amount of Rs.10,000/- with each Tender form.
- 3) The period of contract is 5 years.
- 4) Executive Director of the Zone shall constitute Tender Committee comprising of one Regional Manager, Dy.Chief Traffic Manager (M&C) and Dy.Chief Accounts Officer of Zone to evaluate and finalise the Tenders.
- 5) The tenders shall be evaluated on the basis of total amount offered for the five years contract period and contract will be awarded to the Tenderer offering the highest account for 5 years.
- 6) Preference will be given to those tenderers who have about 5 years experience in the Advertising field.

7) The Successful Tenderer has to pay Security Deposit of Rs.20,000/- before entering into agreement with the Executive Director of Zone.

8) The successful Tenderer is permitted to display advertisements on both sides of the Seat Head Rest Covers, in space not exceeding 30 Cms X 20 Cms.

9) The amount payable by the successful Tenderer for 5 years shall be divided into 60 equal monthly instalments to be paid by 10th of every month.

10) The successful Tenderer shall supply 4 sets of Seat Head Rest Covers for each of the Hi-Tech / Deluxe, Luxury and Metroliner buses held by the Depots in the Zone during the period of contract, the cost of which shall be borne by him.

11) The successful tenderer shall arrange to wash and iron the Seat Head Rest Covers at his own cost.

12) On completion of the contract period, all the Seat Head Rest covers supplied by the successful Tenderer shall become the property of the Corporation and the successful tenderer is not entitled for any costs thereof.

Draft Tender Notification together Terms and Conditions of Tender are enclosed herewith.

Sufficient copies of Tender forms are to be taken out and sold by collecting Rs.500/- + Rs.60/- (ST + @ 12%) for each Tender form.

Draft copy of the Agreement, to be entered into with the Agent will be sent separately by this Office.

All the Executive Directors are advised to peruse the Terms and Conditions of the Tender and follow the guidelines scrupulously without any deviation.

Encls:As above.

*Ashaik*  
VICE CHAIRMAN &  
MANAGING DIRECTOR

To  
All Executive Directors  
of Zones

Copy to Director (V&S), FA, CAD, ED(E), ED(A), ED(MIS),  
ED & Secretary to Corporation - for information

Copy to all Regional Managers for information.

Copy to All Dy.Chief Traffic Managers (M&C) of Zones,  
All Dy.CADs, All Dy.CTMs of Regions - for  
information and necessary action.

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TENDER NOTICE FOR APPOINTMENT OF AGENT FOR -----ZONE  
TO PROVIDE AND MAINTAIN SEAT HEAD REST COVERS WITH  
ADVERTISEMENT RIGHTS.

1. APSRTC invites sealed Tenders from reputed Advertising / Publicity firms and Organisations for appointment of Agent for providing and maintaining Seat Head Rest Covers with rights for display of advertisements on Seat Head Rest Covers, for a period of 5 years in ----- Zone.

2. The approximate average number of Buses ( Hi-Tech / Luxury / Metroliner) to be provided with Seat Head Rest Covers held in the Region / District are furnished below:

EXAMPLE:

1. Cuddapah	60
2. Kurnool	76
3. Ananthapur	44
Total	200

3. EMD to be paid for each Tender is Rs.10,000/-

4. Tenders will be finalised on the basis of total amount offered for the five year contract period.

5. Tender must be submitted in the prescribed Tender form.

6. Preference will be given to those Tenderers who have about 5 years experience in the Advertising field.

7. .... Tender forms together with Terms and Conditions can be had from the office of the Executive Director ----- Zone on payment of Rs.500 + Rs.60 ( ST @ 12%) in cash during office hours from ----- to -----;

8. The date for submission of Tender along with requisite END is ----- upto 14-00 hours.

9. Tenders will be opened at 15-00 hours on ----- in the office of Executive Director ----- Zone.

EXECUTIVE DIRECTOR  
----- ZONE

//TENDER//

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ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

TENDER FORM NO.

PLACE:

DATE:

To  
The Executive Director,  
A. P. S. R. T. C.

Zone,

Recent	_____
Passport	_____
Size	_____
Photograph	_____
of the	_____
Tenderer	_____
shall be	_____
affixed	_____

Sir,

Sub:- TENDERS - Submission of Tender  
for appointment of Agent for -----  
Zone to provide and maintain Seat  
Head Rest Covers with advertisement  
rights - Regarding.

Ref:- Tender Notification No.-----  
\_\_\_\_\_, Dt.-----

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I hereby submit Tender for appointment of Agent  
for \_\_\_\_\_ Zone to provide and maintain Seat Head Rest  
Covers with advertisement rights subject to the Terms and  
Conditions and other rules stipulated by the Corporation,  
which are made available to me alongwith the Tender Form.

Yours faithfully,

Encl:As above  
(Tender Form)

(SIGNATURE OF THE TENDERER)

TENDER FORM FOR APPOINTMENT OF AGENT FOR ----- ZONE  
 TO PROVIDE AND MAINTAIN SEAT HEAD REST COVERS WITH  
 ADVERTISEMENT RIGHTS

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- 1) Name of the Tenderer  
 (In capital letters)
- 2) If the Tender Form is submitted on behalf of Firm- Agency-Company etc. Furnish Name and particulars of the person submitting the Tender and the particulars of the Firm-Agency-Company on behalf of which Tender Form is filed.
- 3) If the Tender form is on behalf of a Firm-Agency- Company, please state...
  - a) Whether it is a partnership Firm, under the partnership Act or a Company constituted under Indian Companies Act, 1956, or a Private Limited Company etc., and furnish the details and proof thereof.
  - b) Nature of business being carried out by it.
- 4) Financial status of the Tenderer (Furnish details)
- 5) Experience of the Tenderer in the field of advertising (Proof of experience to be enclosed).
- 6) Whether the tenderer-Firm- Agency-Company has Branches doing advertisement business in Andhra Pradesh and other States. If so mention the places where it has Branches.
- 7) Address for correspondence
- 8) Permanent residential address

- 9) Earnest Money Deposit amount particulars

  - Demand Draft/Banker's Cheque No. and Date
  - Amount
  - Bank particulars  
(Cheques will not be accepted)

10) Net amount offered for Five years contract period (in figures) (in words)

11) Income Tax clearance Certificate obtained from the concerned Income Tax Officer shall be enclosed

12) Solvency Certificate containing the particulars of immovable properties held individually/Firm/ Company etc. shall be enclosed.

13) Xerox copy of the Ration Card/Educational Certificate/Residence Certificate issued by Mandal Revenue Officer shall be enclosed.

I hereby agree to be appointed as an Agent for ----- Zone to provide and maintain Seat Head Rest Covers with advertisement rights on such Seat Head Rest Covers for a period of 5 years on payment of the above amount.

I confirm my acceptance to the Terms and Conditions stipulated by APARTC. In the event of my failure to abide by any of the Terms and Conditions, the EMD amount paid by me is liable for forfeiture.

(Signature of the Tenderer)

PLACE:

**N A N E:**

DATE:

## ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

## TERMS AND CONDITIONS OF THE TENDER FOR APPOINTMENT OF ZONE-WISE AGENTS FOR PROVIDING AND MAINTAINING SEAT HEAD REST COVERS WITH RIGHTS FOR DISPLAY OF ADVERTISEMENTS

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## 1. INTRODUCTORY:

- 1) The Tender is for appointment of Zone-wise Agents for providing and maintaining Seat Head Rest Covers with rights for display of advertisements on the Seat Head Rest Covers of Hi-tech, Deluxe, Luxury and Metroliner buses.
- 2) The contract is for a period of FIVE YEARS.
- 3) The Tender must be submitted in the prescribed Tender Form. The tender form is not transferable.
- 4) The Tender must be signed by the Tenderer only.
- 5) Preference will be given to those tenderers who have about 5 years experience in the Advertising field.
- 6) Each Tender Form shall be accompanied by a Demand Draft/Bankers Cheque from any Nationalised Bank for an amount of Rs.10,000/- towards EMD. The DD/Bankers Cheque shall be obtained in favour of Dy.Chief Accounts Officer, A.P.S.R.T.C. ----- Zone.
- 7) The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalisation of Tenders. The Corporation shall not be responsible for any delay in refund of EMD due to reasons beyond its control in finalising Tenders.
- 8) The Tender form completed in all respects, affixed with a recent passport size photograph, sealed in a Cover, superscribing on the cover "Tender for appointment of Agent for providing and maintaining Seat Head Rest Covers with rights for display of advertisements on Seat Head Rest Covers in ----- Zone" shall be put in the Tender Box provided in the Office of the Executive Director, A.P.S.R.T.C. ----- Zone.
- 9) The date for submission of completed Tender Form is ----- upto 14.00 Hrs.
- 10) The Tenders will be opened in the Office of Executive Director, A.P.S.R.T.C. ----- Zone at 15.00 Hrs. on -----, The Tenderer or his authorised representative may be present at the time of opening of Tenders.

iii) Incomplete Tender Forms, tenders received after the stipulated time and date, Tender Forms not accompanied by Demand Draft/Bankers Cheque for Rs.10,000/- towards EMD shall be rejected. Cheques in lieu of Demand Drafts shall not be honoured. Insufficient Demand Drafts or Banker's Cheques received shall be forfeited to the funds of the Corporation and the said Tenders shall be rejected.

12) The Tenderer shall submit alongwith the Tender, Solvency Certificate containing the immovable properties held by the individual/Firm/Company etc. In case of land property the Certificate issued by Mandal Revenue Officer concerned and in case of the House property the Certificate issued by concerned Gram Panchayat/Municipality shall be submitted. Non-submission of Solvency Certificate shall render the Tender invalid. The Tenderer shall not transfer his immovable properties during the period of the Agreement without the permission of the Corporation.

13) The Tender once submitted shall not be permitted to be withdrawn and the Corporation shall not be responsible for the delay in finalising the tenders for reasons beyond its control viz., Court directive etc.

14) If the successful tenderer backs out from taking up of the Agency, for whatsoever reason, the EMD paid by him shall be forfeited in favour of the Corporation besides recovery of loss caused to the Corporation on account of such breakout.

15) The contract is for providing and maintaining Seat Headrest covers with rights for display of Advertisements on Seat Head Rest Covers by the Sole Agent in Hi-tech/Deluxe/Luxury/Metroliner buses held by the Denots (including the new buses received) during the period of contract, under the jurisdiction of ----- Zone.

## II. COMMERCIAL:

16) The contract will be awarded to the successful tenderer, on the basis of total amount offered for the Five years contract period.

17) The successful tenderer is permitted to display advertisements on both sides of the Seat Head Rest Covers, in space not exceeding 30 Cms. x 20 Cms.

18) (a) The successful tenderer has to pay Security Deposit of Rs.20,000/- and enter into an agreement with the Executive Director ----- Zone within 15 days from the date of communication of allotment. Failing which allotment is liable for cancellation and the EMD paid by him/her shall be forfeited to the Corporation without any further notice / intimation. The Security Deposit shall not carry any interest.

(b) The EMD paid by the successful tenderer shall be adjusted towards the Security Deposit payable and the successful tenderer has to pay the difference of the amount which falls short of total Security Deposit amount.

19) The amount payable by the successful tenderer for Five years shall be divided into 60 equal monthly instalments, and successful tenderer shall pay each instalment amount on or before 10th day of every month to the Executive Director of ----- Zone through crossed demand draft. If 10th happens to be a Holiday, the payment shall be made on the next working day. The Crossed Demand Draft shall be drawn in favour of Dy. Chief Accounts Officer, APSRTC, ----- Zone.

### III. SUPPLY & MAINTENANCE:

20) (a) The successful tenderer shall supply 4 sets of Seat Head Rest Covers for each of the Hi-tech/Deluxe/Luxury/Metroliner buses, the cost of which shall be borne by him.

(b) The successful tenderer shall obtain prior approval of the Corporation over the quality and colour of the Cloth to be utilised for the Seat Head Rest Cover.

(c) The 4 sets of Seat Head Rest Covers for each of the buses shall be handed over to the Mechanical Incharge of the Depot within one month of entering into agreement.

(d) The successful tenderer shall arrange to wash and iron the Seat Head Rest Covers at his own cost which are to be invariably changed daily for the buses.

(e) The successful tenderer shall ensure that atleast 2 sets of Seat Headrest Covers per bus are available at Depot on any day.

21) The successful tenderer shall immediately replace the torn/damaged/missing Seat Head Rest covers, the cost of which shall be borne by him.

### IV. STATUTORY:

22) The successful tenderer shall comply with the rules and procedures obtaining in the local/within the territorial limits, in which the business is carried on and shall pay all the Taxes, fees, imposts or other sums payable to the local or any authorities for the purpose of carrying out providing and maintaining Seat Head Rest Covers with display of advertisements on Seat Head Rest covers.

#### V. PENALTIES:

- (3) The Corporation has the right to forfeit the Security Deposit at any time, if the successful tenderer defaults in payment of monthly instalment amount, interest, or for breach of any terms and conditions of this agreement.
- (4) In the event of delay in payment of monthly instalment, the successful tenderer is liable to pay penalty for each day of delay beyond the due date @ 36% per annum, in addition to the instalment amount. This Clause shall not prevent the Corporation from forfeiting the Security Deposit.
- (5) If the successful tenderer fails to pay the monthly instalment amount within the stipulated time thrice during the course of a calendar year or commits breach of any conditions of Agreement, the Corporation shall have the right to terminate the Contract by one month's notice, in which case the Corporation shall have the right to forfeit the Security Deposit to realise the amounts due.
- (6) The contract can be terminated by giving One month notice on either side. In such circumstances, the deposits which may remain to the credit of the successful tenderer will be refunded after all the dues to the Corporation have been settled out of the Deposit of the successful tenderer so held.
- (7) (a) The Sole Agent shall carryout the business of providing and maintaining Seat Headrest Covers with advertisements for a minimum period of 1 year before he can seek termination of contract in terms of above Clause. (Clause No.26).
- (b) In the event of successful tenderer seeking premature termination of contract within the stipulated 1 year period, the successful tenderer is liable to pay the monthly instalments for the left over period of 1 year failing which the Corporation has the right to forfeit the Security Deposit.
- (8) The following penalties are liable to be levied by the Unit Officer in case the successful tenderer fails to ensure washing, ironing or replacement of torn/damaged/missing Seat Head Rest Covers and for non-compliance of Clause 20(e).

1st offence	: Rs.100/-
2nd offence	: Rs.200/-
3rd offence	: Rs.500/-
and thereafter	:

- (9) (a) In case of loss of Seat Headrest Covers the cost of such of the Seat Head Rest Covers shall be recovered from the concerned employee (s) responsible by the Unit Officer and reimbursed to the successful tenderer.

(b) Corporation shall not however be held liable for any loss or damage to the Seat Head Rest Covers.

30) The successful tenderer shall not resort to display advertisements on Seat Headrest Covers beyond the space specified in terms of Clause 17.

31) In case of termination of contract due to breach of Terms and Conditions of Agreement, all the Seat Head Rest Covers shall become the property of Corporation and the successful tenderer shall have no right whatsoever on them.

#### VI. OTHERS:

32) The successful tenderer shall not accept any advertisements for display beyond the date of expiry of the agreement;

33) On completion of the contract period, all the Seat Head Rest Covers supplied by the successful tenderer shall become the property of the Corporation and the successful tenderer is not entitled for any costs thereof.

34) The successful tenderer 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 successful tenderer shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.

35) The successful tenderer shall have no right to demand operation of any bus/buses with advertisements on Seat Head Rest Covers on any particular route/routes, area, timings etc.

36) The successful tenderer shall not display advertisements concerning Tobacco, Liquor, Alcoholic products and Narcotics.

37) The successful tenderer shall not carry on business or display advertisements on Seat Head Rest Covers which affects the interests of the Corporation and which are in competition, either directly or indirectly.

38) In case if any bus/buses with Seat Head Rest Covers on which advertisements are displayed is not operated due to mechanical breakdowns/accidents/strikes/bundhs, or for any other reasons, for a particular period, or periods, the Corporation is not liable for any loss or damage caused to the successful tenderer and the successful tenderer shall have no right to claim any compensation or reimbursement of loss etc..

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39) 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 Executive Director, ----- Zone AFSRTC, shall be final and binding on both the parties.

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//Seat//