



**OFFICE OF THE MANAGING DIRECTOR,
ASSAM STATE TRANSPORT CORPORATION, PALTANBAZAR, GUWAHATI – 08**

NIT No.: ASTC/CE/1537/17/Pt-I/0409

Dated: 07-11-2023

Notice Inviting Tender

Bids are invited in 2(two) bid Notice Inviting Tender system (Technical and Financial) in online mode through e-procurement system of Govt. of Assam, www.assamtenders.gov.in from interested and competent advertising agencies for “**Branding outside the ASTC Buses**”.

Important Dates:

| SI No. | Particulars | Details |
|--------|------------------------|------------------------------|
| 1. | Bid Publishing Date | 08-11-2023 |
| 2. | Bid Submission Opening | 08-11-2023 |
| 3. | Pre-Bid Meeting | 14-11-2023 |
| 4. | Bid Submission Closing | 23/11/2023 upto 1200 hrs IST |
| 5. | Technical Bid Opening | 23/11/2023 at 1600 hrs IST |

Interested bidders shall download the tender document from the website www.assamtenders.gov.in . For other details please check the tender document.

Any new information related to the tender document will be published in the above-mentioned website only.

SD/-

**Managing Director
A.S.T. Corporation, Guwahati**



**Tender for
Inviting rates from Advertising Agencies
for “Branding outside the ASTC Buses”**

Assam State Transport Corporation (ASTC)

A Government of Assam Undertaking

Ref No: ASTC/CE/1537/17/Pt-I/0409

Dated: 07-11-2023

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1. Disclaimer

The information contained in this tender document or information provided subsequently to Bidder or applicants in documentary form by or on behalf Assam State Transport Corporation (ASTC), is provided to the Bidder on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided. This tender document is not an agreement and is not an offer or invitation by ASTC to any party other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this tender document is to provide Bidder with information to assist the formulation of their proposals. This tender document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice. ASTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document. ASTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document. Though adequate care has been taken in the preparation of this tender document (tender document), the Bidder should satisfy them that the Document is complete in all respects.

ASTC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document. ASTC reserves the right, without any obligation or liability, to accept or reject any or the entire tender document, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever. ASTC reserves the right to modify or amend or add to any or all of the provisions of this tender document or cancel the present Invitation and call for fresh Invitations without assigning any reasons thereof. ASTC nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays. Notice inviting Technical and Financial Bids will be advertised together with this detailed tender document being downloadable from the ASTC website as well as from <https://assamtenders.gov.in>.

Assam State Transport Corporation (ASTC) invites **Quotation Document inviting rates from Advertising Agencies for “Branding outside the ASTC Buses”**.

2. Brief Details of the Tender:

Assam State Transport Corporation was constituted under Road Transport Corporation Act 1950 with effect from 31st March 1970. Before constituted as a corporation, it was a wing of Transport Department of Government of Assam. It came to effect from 16th January 1948 as “Road Transport, Assam” under Home Department. In the early part of 1950, it was transferred to Transport Department of Government of Assam. It continued as such till it became a Corporation with effect from 31st March 1970. Assam State Transport Corporation (ASTC) has

fleet of buses having over 130 other operating locations spread over various places in the State of Assam.

Now, ASTC is desirous for Quotation Document inviting rates from Advertising Agencies for “Branding outside the ASTC Buses”. Advertisements are allowed outside the bus in left and right sides panel, back panel and louver glasses above window of ASTC Non-AC (Ultra) buses and RCB (Rural Connectivity) Buses. List of the buses will be allotted by ASTC.

Schedule of Tender Process:

| Sl No. | Particulars | Details |
|---------------|-------------------------|------------------------------|
| 1. | Bid Publishing Date | 08-11-2023 |
| 2. | Bid Submission Starting | 08-11-2023 |
| 3. | Pre-Bid Meeting | 14-11-2023 |
| 4. | Bid Submission Closing | 23/11/2023 upto 1200 hrs IST |
| 5. | Technical Bid Opening | 23/11/2023 at 1600 hrs IST |

- **The tender processing fee of Rs. Rs 1,000/- (plus GST @ 18%) should be submitted online (which is non-refundable) by means of Internet banking/NEFT/RTGS. Snapshot of proof of online payment of Tender processing fee should be uploaded online along with the technical bid documents.**
- **Earnest Money Deposit (EMD) amounting to INR 25,000/-(Rupees Twenty Five Thousand only) should be submitted in form of Bank guarantee in the format specified in the Tender which should be valid for bid validity period plus 45 days. Earnest Money is refundable for unsuccessful bidder. Bid having Bank guarantee with shorter validity may be rejected. The original Bank Guarantee must reach the office of the undersigned before the last date and time of submission as stated below.**
- **Bidders should note that the technical & financial proposal must be submitted in Assam tenders portal <https://assamtenders.gov.in> and only hard copy of the same shall not be accepted.**
- **Submission of bid by bidder shall amount to acceptance of bid validity period of 180 days by the bidder**

3. Issue of Corrigendum

- a. Dates may be preponed subject to finalization of corrigendum related to pre-bid meeting.
- b. At any time prior to the last date for receipt of bids, ASTC may, for any reason modify the tender document by a corrigendum.
- c. The Corrigendum or Re-tender (if any) will be posted only on www.assamtenders.gov.in.
- d. Any such corrigendum shall be deemed to be incorporated into this tender.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ASTC may, at its discretion, extend the last date for the receipt of Proposals.

4. Instructions on Preparation and Submission of Bid

- a. The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. Submission of the Bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required will render the bid technically unacceptable.
- b. Bidders are required to submit the complete bid online at www.assamtenders.gov.in. The Bidder shall submit technical bid online and submit the bid along with original of Power of Attorney (POA), Bid Security/ EMD in the form of Bank Guarantee, No Dues Declaration, Undertaking of Confidentiality (UoC) and online tender fee submission proof manually. In event of discrepancy between them, the online shall prevail. Financial Bid shall be submitted online only. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security/EMD, online tender fee, POA, UoC and No Dues Declaration are received in hard copies, in ORIGINAL along with the bid submitted online. It should be duly sealed and signed by bidder/authorized signatory. The hard copies should reach to the office of the tender inviting authority on or before the expiry of 7 days of closing of Bid submission. The Bidder has the option of sending the bid documents either by registered post or speed post or by hand delivery. ASTC shall not be responsible for any postal delay in receipt of the bid. Also, a scanned copy of these original documents needs to be submitted online as part of the online bid submission.
- c. The hard copy of documents as given above shall be dispatched to the following address:
The Office of The Managing Director, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008
Phone: 0361-2730024
- d. All pages of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid online, duly signed by their authorized signatory.
- e. The cover of the envelope should clearly indicate the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Bid submission prescribed herein.
- f. The cover of the envelope should clearly indicate the name and reference number of the tender along with the bidder's complete details as stated above.
- g. All the pages of the Bid **must be sequentially numbered and must contain the list of contents with page numbers**. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.

- h.** The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- i.** The sequence as delineated in the tender for submission of requisite documents must be followed and the hard copy of the documents as stipulated in the tender must be submitted.
- j.** All information supplied by the Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by ASTC on the basis of this tender.
- k.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of ASTC. ASTC may cancel this tender at any time prior to a formal written contract being executed by or on behalf of ASTC.
- l.** The Managing Director, ASTC reserves the right to accept or reject any or all the tenders or to cancel the tender process at any stage without assigning any reason thereof and is not binded to accept the highest rate.
- m.** **Bids must remain valid for 180 days after the submission date.** The bidder shall not withdraw or revise the bid during this period. In case of bidder withdraws or revises his bid during this period, the EMD/ Security deposit remitted by him shall be forfeited/invoked in addition to other remedies open to Corporation in respect of loss which maybe caused due to such withdrawal or alteration.
- n.** In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. ASTC may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on ASTC's website and e-Procurement portal.
- o.** The Bidder in case of participation of firm/company/corporation should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder in case of participation of an organization/institution. The format prescribed for Power of Attorney is given at **Schedule-I**.

5. Clarifications to Bidder's Queries

The Bidders are requested to send their queries, if any, by email at astc2009@gmail.com within the stipulated time. Assam State Transport Corporation will address all the queries received from all the Bidders in the Pre-Bid meeting only. Assam State Transport Corporation reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring Assam State Transport Corporation to respond to any question or to provide any clarification.

6. Technical Bid Details

- a) Bidders shall mandatorily fill all the details below and upload the necessary documents as part of the online and offline bid submission of their Bid at

www.assamtenders.gov.in based on which the technical bids shall be evaluated by the Bid Evaluation Committee.

b) Bidders should submit their Technical Bids with RFB Title, NIT No. and Date along with all the related documents stated below in **Annexure A**:

Annexure A

| SI No | Item | Details |
|-------|--|---------|
| 1 | Name of the Quotationer (In capital letters) | |
| 2 | Earnest Money Deposit (EMD) | |
| 3 | If the Application Form is submitted on behalf of Firm/Individual Company etc. Furnish Name & particulars of the person submitting the tender and the particulars of the Firm – Company on behalf of which Tender Form is filed. (A power of attorney shall be provided to sign the bid documents in case of partnership firm, LLC, Company) | |
| 4 | If the Application Form is on behalf of a Partnership Firm or Private Limited Company, please state. a) Whether it is a partnership Firm or a Private Limited Company etc. and details and proof thereof. b) Nature of business being carried out by it. | |
| 5 | Experience of the Quotationer in the Advertising field (Proof of experience to be enclosed) | |
| 6 | Annual Turnover of the bidder (Submit audited statement certified by Chartered Accountant or CA certificate mentioning the average turnover in last three (03) years) | |
| 7 | Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc. | |
| 8 | Address for correspondence Telephone No.: Fax No.: E-Mail Id: | |
| 9 | Permanent Residential address Telephone No. | |
| 10 | EMD& Tender fee particulars DD No., Drawing Bank and amount | |
| 11 | PAN & GST and AADHAR details (Furnish copy of PAN, GST& AADHAR), In case of company/firm (Furnish company/firm Registration Certificate) | |
| 12 | Document in compliances to the General Terms and Conditions of the tender documents | |
| 13 | Satisfactory completion of contract certificate from previous organizations | |
| 14 | Labour License and Labour Welfare Cess Registration Certificate | |
| 15 | Any other information which you consider necessary to furnish | |

I hereby agree to be appointed as Agency for “**Branding Outside the ASTC Buses**” for a period of 1 (One) Year on payment of the License Fees and Security Deposit as stipulated in the Tender.

I hereby agree to pay all taxes wherever applicable to the concerned authorities and reimburse the amount to ASTC in case ASTC is required to pay the same or paid.

I confirm my acceptance to all the provision stipulated in the Tender by ASTC. In the event of my failure to abide by any of the provision, the EMD amount paid by me is liable for forfeiture.

(Signature of the Quotationer)

7. Technical Bids Opening

- a. The technical Bid shall be opened online at Managing Director Office, Assam State Transport Corporation, in the presence of the Bidders or their duly authorized representatives who choose to remain present at the time of opening the Bids at the given date and time.
- b. A letter of authorization shall be submitted by the Bidder's representative at the time of opening of Bids. Absence of Bidders or their duly authorized representatives shall not impair the admissibility of the bid.

8. Technical Bid Evaluation

- a. During the technical bid evaluation process, Assam State Transport Corporation may seek clarifications from the bidder through E-mail, for confirming and consolidating their technical offers.
- b. All such clarifications are required to be responded by the bidder by E-mail, within the time specified by Assam State Transport Corporation. The signed hard copies of the same need to be submitted to Assam State Transport Corporation and shall be deemed to be the part of their bid documents.
- c. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- d. Only the technically qualified bidders shall be intimated for financial bid opening.

9. Financial Bid Opening

- a. The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified Bidders / their authorized representative, who choose to be present at the time of opening of the financial bids and bid price of all the bidders shall be declared.
- b. Assam State Transport Corporation reserves the right to revise the scope of work or specifications considered necessary in the bid process.
- c. Bidders should submit their Technical Bids with RFB Title, NIT No. and Date along with all the related documents stated in **Annexure B**.

10. Financial Bid Evaluation

The financial bids of only the bidders who are declared technically qualified will be opened and evaluated by the Bid Evaluation Committee as per the terms stipulated in the

tender. The financial bids shall be evaluated for highest commercial bid (H1). For details, please refer to **General Terms and Conditions**.

11. **General Terms and Conditions:**

1. The term for contract will be 1 (one) year which may be renewed @ 10% enhanced rate on mutual acceptance of ASTC authority and the party for another 1 (one) year.
2. The ELF (Economic License Fee or Reserve Price) is as follows (Base Rates). Minimum rates for Bus Branding is: **Rs 60,999.00 (Rupees Sixty Thousand Nine Hundred Ninety Nine) per bus per year.**

- **Total number of ASTC buses: 227**

GST and other taxes are extra and to be paid by the bidder as per bill submitted by ASTC Authority.

Note: Number of Vehicles may vary as mentioned in the tender document.

3. The tender is through two cover system i.e., Pre-qualification and Financial bid. The following are the Pre-qualification criteria set out (**Provide the detail information in Annexure A**).
 - a. **Experience:** The bidders should have experience of minimum five (05) years in advertising/branding field. The bidder shall submit experience certificate/documents to prove his experience
 - b. **Financial:** The bidder should have average annual turnover of minimum INR 1.3 crores (One Crore Thirty Lakh) in the last three completed financial years. The bidder shall submit audited statement certified by Auditor/ Chartered Accountant
 - c. **Address and PAN Card:** Bidder should submit his PAN Card and his address proof
 - d. **AADHAR Document:** Bidder should submit his AADHAR Details.
 - e. Bidder should have a valid GST registration: GST registration documents shall be provided
 - f. The financial bids/offers of only qualifies bidders will be opened and considered for selection.
 - g. Labour License and Labour Welfare Cess Registration Certificate.
4. In case of Firms registered under the Indian Partnership act and companies registered under Companies act, the person signing the tender shall state the authority under which he/she is signing / acting on behalf of Partnership firm/company and enclose the certified copy of the partnership. Deed/ Memorandum of Article of Association issued by the authorities.
5. Financial Bid: The financial bid shall be submitted in the **Annexure B** in Assam tenders portal <https://assamtenders.gov.in> and only hard copy of the same shall not be accepted.



**OFFICE OF THE MANAGING DIRECTOR,
ASSAM STATE TRANSPORT CORPORATION, GUWAHATI**

To

The Managing Director
Assam State Transport Corporation
Paltanbazar, Guwahati

Affix your
recent
passport size
colour photo

Sub: **Financial Bid: For Selection of Agency for “Branding outside the ASTC Buses”.**

1. I/We hereby submitted financial bid for obtaining allotment of Bus Branding for business outside the Buses of ASTC as per terms and conditions specified in the Quotation Notice (Tender Document).
2. I/We here read all the provisions of the tender document and agree to abide by the said terms and conditions.
3. I/We furnish my/our quotation as follows-

| Particulars of Space | Rate quoted per bus per year offered in (figure and words) |
|----------------------|---|
| ASTC Buses | Rs.....(Rupees) |

4. I/We have enclosed Demand Draft No.....Date..... of..... Bank Branch(branch code) of Rs 25,000.00 (Rupees Twenty Five Thousand) as earnest money drawn in favour of The Managing Director, ASTC, Guwahati-08.

5. I/We shall execute the formal agreement with the ASTC authority in case of allotment of the said Bus Branding is made in favour of me/us prior to taking possession.

6. I/We shall not display any advertisement of any prohibitory items as per Govt. Rule and shall not display any anti-social message.

7. I/We give my/our address here under:
Dist. :
Pin :
Mobile No :
Date :

Yours faithfully

**(Signature of Quotationer)
Full Name and Address**

6. There shall be 10% escalation of every calendar year over the license fee of the previous year if the ASTC authority extends the term subject to satisfactory performance of the successful bidder.
7. That the successful bidder(s) shall have to deposit an amount of Rs.50,000.00 (Rupees Fifty Thousand only) as Registration Fee in the shape of Bank Draft in favor Managing Director, ASTC, Paltanbazar, Ghy-08, which is not refundable.
8. **The bidder should have average annual turnover of minimum INR 1.3 crores (One Crore Thirty Lakh) in the last three completed financial years. The bidder shall submit audited statement certified by Auditor/ Chartered Accountant.**
9. The tender processing fee of Rs. Rs 1,000/- (plus GST @ 18%) should be submitted online (which is non-refundable) by means of Internet banking/NEFT/RTGS. Snapshot of proof of online payment of Tender processing fee should be uploaded online along with the technical bid documents.
10. **Earnest Money Deposit (EMD):**
 - a. The bidder shall have to deposit an Earnest money of **Rs 25,000.00 (Rupees Twenty Five Thousand) only**, along with the bid documents in the form of Bank draft in any scheduled bank payable at Guwahati in favour of Managing Director, ASTC Guwahati. **Earnest Money is refundable for unsuccessful bidder.**

| SI | Particulars | Details |
|----|-------------------------|------------------------------|
| 1. | Bid Publishing Date | 08-11-2023 |
| 2. | Bid Submission Starting | 08-11-2023 |
| 3. | Pre-Bid Meeting | 14-11-2023 |
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| 5. | Technical Bid Opening | 23/11/2023 at 1600 hrs IST |

11. The EMD will not carry any interest. The EMD of the unsuccessful bidder will be refunded only after finalization of tenders. The corporation shall not be responsible for any delay in refund of EMD due to reasons beyond its control finalizing the quotations viz. court directive etc.
12. The EMD of the successful bidder shall stand forfeited if he fails to remit security deposit, enter into agreement or comply with any other terms and conditions as stipulated herein.
13. **Security Deposit and Agreement:** The security deposit shall be equivalent to **30% of quoted fees per bus and payable within 10 days of the letter of award.** The successful bidder shall remit license fee quarterly (within 10 days after signing the contract for 1st quarter and within 10 days from start of next quarter subsequently), in the form of Demand Draft from any Schedule bank. Both parties shall enter into agreement within 20 days of from the issue of the letter of award. The security deposit will be refunded after completion of the agreement period or unless terminated by the ASTC after deducting the amount due, if any. In the event a bidder commits a breach of any of the terms & condition of the contract or fails to observe or comply with any of the requirements under this contract, the ASTC shall be entitled to forfeit the security deposit either in whole or

in part at its discretion without prejudice to other rights and remedies open to the ASTC and it shall be binding on the bidder.

14. Payment of yearly License Fee:

i. Delay in Payment:

The license fee and goods & Service Tax (18%) applicable shall be payable on or before 7th of every quarter. In case of delays in payment of dues to ASTC, interest shall be charged @ 18% per annum and interest on Goods & Service Tax as per the rates fixed by the GST Department for the current quarter.

ii. Non-Payment of Fees:

After the expiry of the period of the Delay in Payment period as mentioned in the point 14. (i) above the security Deposit will be forfeited and the term of the contract with the successful bidder will get terminated.

15. No rebate or concession in the license and any other fees including taxes under this license will be granted for any reason except as mentioned herein.

16. If any statutory authority imposes any penalty/fines etc and if the licensor is made a party in such penal action, for any acts of violations or commissions or omissions made by the Selected bidder, ASTC has got the authority to keep such amount of the bidder like Security Deposit or any other amount due to bidder etc., with it until it is proved to the satisfaction of the ASTC that such penal action is ceased.

17. ASTC does not bind itself to accept the highest quoted quotation and reserves the right to reject any or all quotations without assigning any reason thereof.

18. Following parties who are not eligible for participating in the NIQ (Notice Inviting Quotation):

a. Debarred/back listed by CBI or ASTC or undertaking/Departments of Central Government or State Government.

b. Parties facing action under any act and court case pending in the courts and also pending in court cases with ASTC.

c. Parties either an individual or a business establishment, who has not paid outstanding dues to ASTC, in connection with any type of business carrying under ASTC shall not be eligible for the quotation.

A declaration to all the above 3 points has to be submitted on Non-Judicial Stamp paper of Rs 20.00 (Rupees twenty) only duly attested by the Notary public by the party while submitting the Quotation. Either the party may clear all the dues to ASTC and then eligible for the quotation and must be supported the dues clearing documents.

19. Lead Period:

The successful bidder shall pay the fees for the bus within 10 days from the date of work order, irrespective of the fact that whether advertisement is displayed in/on the buses or not.

20. The quotationer should preferably be having trade license (Copy to be enclosed with application form) in area of operation. However, others may also participate in the tender

subject to the condition that the successful bidder, should obtain the trade license and other statutory documents within 15 days of his selection, failing which the selection shall stand cancelled forfeiting the EMD/ Security deposit remitted by them.

21. **Selection Criterion:** The successful bidder shall be decided based on the highest amount (H1) offered per bus per year subject to fulfillment of pre-qualification conditions. The rate quoted shall be net rate and exclusive of all taxes. In the event of cancellation of any selected bidder for any reasons, ASTC reserves the right to select next highest bidder. The ASTC authority will be at liberty to allot the non-allotted buses to the next lowest bidders remaining, if any, at the highest (H1) approved rate for augmentation of revenue.
22. The selected bidder who has been selected shall have to be executed a contract between the ASTC and the bidder for which a non-judicial stamp paper of Rs. 50.00 (Rupees fifty) only to be submitted by the bidder.
23. The display of advertisement will not be allowed until the security deposit and the license fee has been paid.
24. If the payment is not made for consecutive two consecutive quarters of the year from due date, ASTC may terminate the agreement forfeiting the security deposit remitted through DD immediately remove/stop the display of advertisements placed on behalf of the bidder without liability to any party.
25. **Advertising Space:** Advertisements are allowed outside the bus on left and right sides panel, back panel and louver glasses above window, except ASTC name and logo, Vehicle Registration Number and depot particulars.

The bidders are advised to inspect buses in each category and get a clear idea of permissible area for displaying of advertisement and the mandatory area required to be left out for ASTC brand protection, destination boards, other displays, and security reasons. The bidders shall be deemed to be have conducted due diligence before submission of the offer in this tender. The advertisement area may increase or decrease according to the type of bus constructed.

26. The selected bidder shall use material of good standard ensuring vinyl stickers (except plastic/ flex) on glass portion and suitable material on metal portion capable of easy removal without damaging its paint which are easily biodegradable in nature causing no harm to the environment.
27. ASTC shall not be responsible or liable to compensate bidder for any loss and or damage and or theft, wear and tear of panels, all fixtures installed by the bidder nor shall claim any rebate for the same.
28. The visual content of the advertisement shall not be illegal, immoral, vulgar, indecent, and socially objectionable. The bidder shall alone be liable for advertised contents. It should be as per ASCI code.
29. The allotment of buses for display of advertisements shall be in random manner without any guarantee for any specific route. Allotment of buses will be division wise/depot wise.
30. In event of breach of agreement by the bidder, the ASTC Authority may terminate the contract by giving one month notice.

31. Incomplete offer/tender received after the stipulated time and date, non-submission of prequalification offer, commercial offer separately and non-submission of EMD, will be rejected.
32. The bids / offer made under this tender shall be valid for a period of 180 days. The bidder shall not withdraw or revise the tender during this period. In case of bidder withdraws or revises his tender during this period, the EMD/ Security deposit remitted by him shall be forfeited in addition to other remedies open to Corporation in respect of loss which may be caused due to such withdrawal of alteration.
33. In case of any orders/directions issued by any competent authority to remove outside advertisements, the bidder shall inform the same immediately to ASTC and on as per direction of ASTC Authority promptly comply such orders/directions and no claim of any rebate on license fee shall be entertained.
34. All communications to the successful bidders through email/ fax/ letter/ to their contact details given in the tender form and agreement shall be deemed as valid for any purpose under this tender.
35. The advertisement agent shall bring all equipments and materials for fixing the display of advertisement all the buses allotted at their cost. The display/ branding of the advertisement should be only on the specified area of the buses using the material of International Standard ensuring suitable material on metal portion capable of easy removal without damaging its paint. The aesthetic look of these buses should not be spoiled even while the advertisement is on or when it is removed. It is also the responsibility of the advertising agent to maintain the same and also to remove the advertising materials on expiry of the contract period.
36. The successful bidder shall comply with all rules and procedure prevailing in the local territorial and municipality limits, in which the business is carried on and shall pay goods & Service Tax, DTO fees and all other taxes, fees or other sums payable on actual or to the local or any authorities for the purpose of carrying out display of advertisement on buses.
37. The ASTC shall have the exclusive right to take decision regarding the number/rout/type of buses for the installation of advertising.
38. The successful bidder shall:
 - a) Not accept any advertisements for display beyond the date of expiry of the agreement.
 - b) Not resort to display of advertisements inside the buses for display of advertisement.
39. The successful bidder shall not undertake any advertisement for display, which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. ASTC shall have the right to prohibit/reject such advertisements from display and the advertising agent shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction. The advertising agent shall not display advertisements concerning tobacco, Liquor/alcoholic products, Narcotics, Obscene material etc., and other advertisements, which are prohibited under any law.

40. The successful bidder shall fix the advertisement on the buses only during the period when the buses are kept idle or when it is not under operation at the Depot. The bidder shall have no right to detain the buses for the purpose of display of advertisement.
41. The successful bidder shall submit the content of the advertisement to concerned Divisional Superintendent of ASTC before display of advertisement for his approval. The Divisional Superintendent shall have a right to reject either whole or part of the advertisement, if the advertisement is objectionable and against the interest of the Corporation or the general public or not worthy for display inside the buses. The details of all instant displays done shall be furnished to be office of the Managing Director, ASTC within one week for security and return. Bidder to furnish details of other displays made by him to ASTC for scrutiny and record on monthly basis.
42. The successful bidder shall have to obtain a certificate or permission or bidder as may be necessary or required from the concerned authorities of Central Government/State Government/Local body for display of advertisement.
43. The successful bidder or any person working with or under him shall enter into the Depot premises only with prior permission of the DS/DE/AE/SS/ASS concerned, to take up the work of installations, display etc. Necessary ID will be issued to him by licenser after due certification from the bidder.
44. The Corporation reserves the right to allow or disallow entry of the successful bidder or any person authorized by the advertising agent to enter into any Depot or premises.
45. The successful bidder shall be liable for the damages caused to the buses in the course of display of advertisements on buses or in the course of removing the advertisements from the buses.
46. The Successful bidder is responsible to remove the advertisement from the buses after completion of the period of display of such advertisement with their own cost. In case the bidder fails to remove the advertisement from any bus after the completion of the period of contract, the Corporation shall have the right to remove such advertisement/advertisement material and to dispose off the same or as it may feel fit and proper. The corporation shall retain the proceeds of the material so disposed. The costs involved in removing such advertisement material shall be a deduction equivalent to the security deposit submitted by the bidder.
47. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person engaged by the successful bidder for display of advertisements on its buses. The successful bidder is liable to bear all expenses and for payment of compensation in such cases.
48. Selected agency is permitted to station his staff in depots for the purpose connected with storage, maintenance and security of the equipments installed in the buses duly identified by issue of ID certified by ASTC.
49. The Selected bidder shall furnish information that may be required by the ASTC from time to time connected with the business of display of advertisements on buses.
50. The advertisements shall not contain any matter which would affect the image of the ASTC or which is restricted by any law/Government/Corporation.

51. The Selected bidder shall not claim for damage caused to his devices in case ASTC bus involves in accident/incident including insurance claims.
52. If the Bus body/louwer glasses are damaged while removing paint/stickers/rivets, penalty of Rs.15,000/- (Rupees Fifteen Thousand Only) per bus will be recovered besides cost of damages.
- a) Painting & riveting is not allowed unless otherwise permitted by the licensor.
 - b) For an advertisement, vinyl stickers on the bus body and one-way see-through mesh vinyl stickers on louver glasses is allowed.
53. The selected bidder shall be liable to pay the damages if any caused to the buses or premises or moveable/Immovable property of the ASTC by him or his representatives as determined by the ASTC. ASTC has got the right to recover such loss towards damage caused to them from the Security Deposit of to bidder.
54. **In the event of breach of terms and conditions of this agreement by the bidder, ASTC can terminate the agreement by giving one-month notice.**
55. That this contract shall be terminated on the following reasons—
- a) on expiry of the period of this agreement. However, on expiry of the period of this agreement the agreement may be renewed for such period as would be decided by both the parties on such terms & conditions as would be agreed /settled amicably by both the parties.
 - b) If the bidder fails to pay the License fee to ASTC pursuant to this agreement as agreed upon.
 - c) If the bidder is in material breach of their obligations under the terms & conditions of this contract and has not remedied the same within 15 days from the date of receipt the notice of ASTC specifying such breach.
 - d) If the bidder fails to comply with any final decision reached as a result of solution of any dispute by both the parties amicably or by the Chairman of ASTC.
 - e) If the parties decide to terminate this contract for any reason.

In case of such termination the agreement/contract, both the parties shall be relieved from any and all other obligations under this contract. However, the materials/pictures including display of advertisement material if any shall be immediately removed by the Bidder at their own cost. If the bidder is liable to pay any outstanding dues till the date of such termination, the same shall be paid by the bidder to ASTC within seven days from the date of receipt of such termination.

In such termination stated above, the party concerned shall give a not less than 30 days written notice of termination to the other party.

56. The Selected bidder should adhere to all Acts and laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the bidder
57. That in the event of the bidder makes any default in the performance of his contractual obligations under this agreement or for fulfillment of social obligations or to carry out directive principal of state policy, ASTC may terminate the contract by giving 1 month notice to the bidder for such termination.

58. That this AGREEMENT shall be binding on both the parties until the expiry of the term of this AGREEMENT. In case of any dispute arises between the parties, the same shall be settled by both the parties amicably on mutual discussion between the parties. In case of failure such difference/dispute may be referred to Chairman, ASTC and his decision will be final and binding on both the parties.
59. That, in the event of any damage of the buses caused on account of any act, default or negligence or commission or omission on the part of the second party or his servants or agents etc. the second party shall forthwith execute all the necessary repairs thereto at his own cost under the supervision and to the satisfaction of the first party. Or in the alternative pay adequate compensation to the first party on that account.
60. That, the successful bidder shall keep the first party indemnified against all actions, claims, demands and expenses on account of any breach of the terms and conditions of the agreement.
61. The Managing Director of ASTC, reserves the right to accept, reject or modify any or all or cancel tenders without assigning any reasons thereof.
62. That the ASTC shall not be accountable for any loss or damages, if the Bidder may suffer on account of any branding, advertisement not being displayed or for any damage due to cause like storm, fire or for any other causes beyond the control of the authorities of the Licensor or for any special incidental or consequential damages, whether based on breach of contract, tort etc. including negligence acts on the part of any person/party/ agent etc of the Bidder during the period of this contract. It is also agreed by both the parties that the Bidder shall indemnify the Licensor against all claims, demand, losses and expenses which the Licensor may have to incur or which may be incurred on account of infringement of any of those terms & conditions of this agreement by the Bidder.
63. That, any material for the brand and display of advertisement and other accessories/equipments necessary for such brand and advertisement shall be provided by the Bidder at their own cost and for execution of the said contract, the entire cost for fixtures and removal of the material/materials etc shall be borne by the Bidder. ASTC shall not be held liable for any pecuniary loss to the bidder. Cost incurred by the bidder for any kind of work will not be refundable/adjustable by ASTC in future.
64. Rates quoted shall be deemed to have inclusive of cost of manpower, material, machinery, tools and plants, GST etc. & all taxes including GST, Professional Tax, duties and levies, cess, insurance etc. complete. No escalation of whatsoever nature, shall be payable by ASTC.
65. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various labour laws such as Minimum wages Act (Central), Payment of wages act, Bonus act, contract labour (Regulation & Abolition) act 1970, and various other act as applicable from time to time with regard to personnel engaged for execution of contract.

66. The successful bidder must be registered with the concerned Govt. authorities, i.e. Labour Commissioner etc. and a copy of the self-attested registration certificates should be submitted along with the application form.
67. **Undertaking for confidentiality:** The successful bidder shall provide an undertaking that it shall maintain strict confidentiality of any information or data collected from ASTC during the period of contract.
68. **Bankruptcy/Insolvency:** ASTC shall have the right to cancel/terminate the bidding process/ agreement at any stage with the bidder on account of the bidder being declared insolvent or bankrupt by present laws in force and Security Deposit shall be forfeited by ASTC accordingly.
69. **Indemnity:** The successful bidder shall indemnify and save harmless the ASTC from all losses, damages, claims, suits or actions which may arise out of or result from any injury to any person or property or from violation of any statutory enactments, rules of regulations or other written orders or other laws of caused by or resulting from non-observance by the successful bidder of the provisions of the agreement.
70. **Force Majeure:** Definition of Force Majeure: The shortlisted bidder shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure') and the same shall be applied vide a proper application to Assam State Transport Corporation within 1 month from the date of effect of Force Majeure.

Force Majeure Events: A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:
 - vi. Such events include:
 - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the Implementation Partner under this Agreement;
 - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the Implementation Partner's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the Implementation Partner under this Agreement;
 - c) industry wide strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the

Implementation Partner and which directly and adversely affect the timely implementation and continued operation of the buses; or

d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the Implementation Partner under this Agreement.

SD/-

**Managing Director
A.S.T. Corporation,
Paltan Bazar, Guwahati-08.**

Schedule I: Power of Attorney

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr. /Ms.

(name & residential address) who is presently employed with us and holding the position ofas our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for " -----
---(name of the tender) " in response to the NIT Nodated issued by Assam State Transport Corporation (ASTC), Guwahati including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which ASTC may require us to submit. The aforesaid Attorney is further authorized for making representations to Assam State Transport Corporation, Guwahati and providing information / responses to ASTC, Guwahati representing us in all matters before ASTC, Guwahati and generally dealing with ASTC, Guwahati in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT. Signed by the within named

..... (Insert the name of the executant company)

through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney Dated this

day of Accepted.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature) Name..... Designation
.....

1.
(Signature) Name..... Designation
.....

Annexure - A

| SI No | Item | Details |
|-------|--|---------|
| 1 | Name of the Quotationer (In capital letters) | |
| 2 | Earnest Money Deposit (EMD) | |
| 3 | If the Application Form is submitted on behalf of Firm/Individual Company etc. Furnish Name & particulars of the person submitting the tender and the particulars of the Firm – Company on behalf of which Tender Form is filed. (A power of attorney shall be provided to sign the bid documents in case of partnership firm, LLC, Company) | |
| 4 | If the Application Form is on behalf of a Partnership Firm or Private Limited Company, please state. a) Whether it is a partnership Firm or a Private Limited Company etc. and details and proof thereof. b) Nature of business being carried out by it. | |
| 5 | Experience of the Quotationer in the Advertising field (Proof of experience to be enclosed) | |
| 6 | Annual Turnover of the bidder (Submit audited statement certified by Chartered Accountant or CA certificate mentioning the average turnover in last three (03) years) | |
| 7 | Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc. | |
| 8 | Address for correspondence Telephone No.: Fax No.: E-Mail Id: | |
| 9 | Permanent Residential address Telephone No. | |
| 10 | EMD& Tender fee particulars DD No., Drawing Bank and amount | |
| 11 | PAN, GST and AADHAR details (Furnish copy of PAN, GST& AADHAR), In case of Company/Firm (Furnish Company/Firm Registration Certificate) | |
| 12 | Document in compliances to the General Terms and Conditions of the tender documents | |
| 13 | Satisfactory completion of contract certificate from previous organizations | |
| 14 | Labour License and Labour Welfare Cess Registration Certificate | |
| 15 | Any other information which you consider necessary to furnish | |

I hereby agree to be appointed as Agency for “**Branding Outside the ASTC Buses**” for a period of 1 (One) Year on payment of the License Fees and Security Deposit as stipulated in the Tender. I hereby agree to pay all taxes wherever applicable to the concerned authorities and re-imburse the amount to ASTC in case ASTC is required to pay the same or paid. I confirm my acceptance to all the provision stipulated in the Tender by ASTC. In the event of my failure to abide by any of the provision, the EMD amount paid by me is liable for forfeiture.

(Signature of the Quotationer)



**OFFICE OF THE MANAGING DIRECTOR,
ASSAM STATE TRANSPORT CORPORATION, GUWAHATI**

To

The Managing Director
Assam State Transport Corporation
Paltanbazar, Guwahati

Affix your
recent
passport size
colour photo

Sub: **Financial Bid: For Selection of Agency for “Branding outside the ASTC Buses”.**

4. I/We hereby submitted financial bid for obtaining allotment of Bus Branding for business outside the Buses of ASTC as per terms and conditions specified in the Quotation Notice (Tender Document).
5. I/We here read all the provisions of the tender document and agree to abide by the said terms and conditions.
6. I/We furnish my/our quotation as follows-

| Particulars of Space | Rate quoted per bus per year offered in (figure and words) |
|----------------------|--|
| ASTC Buses | Rs.....(Rupees) |

4. I/We have enclosed Demand Draft No.....Date..... of..... Bank Branch(branch code) of Rs 25,000.00 (Rupees Twenty Five Thousand) as earnest money drawn in favour of The Managing Director, ASTC, Guwahati-08.
5. I/We shall execute the formal agreement with the ASTC authority in case of allotment of the said Bus Branding is made in favour of me/us prior to taking possession.
6. I/We shall not display any advertisement of any prohibitory items as per Govt. Rule and shall not display any anti-social message.

7. I/We give my/our address here under:
 Dist. :
 Pin :
 Mobile No :
 Date :

Yours faithfully

**(Signature of Quotationer)
Full Name and Address**