

Terms and Conditions for "Installation of Station Sign Board on various stations of ASTC."

Sealed tenders are invited by the undersigned from interested parties/advertising agencies in prescribed tender form for annual contract for installing station sign board. The private partners advertising agencies, registered firms, consortium will get minimum space in both ends of the signboards for display of advertisements in following locations of ASTC annexed herewith as Annexure -A) on the following terms & conditions set out hereunder:

- 1) The contract provides to the successful tenderer the right of advertisement for display of commercial advertisements such as signboards.
- 2) 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 field. The bidder shall submit experience certificate/documents to prove his experience
 - b. Financial:- The bidder should have average turnover of minimum INR 2 (two) crores 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. Bidder should have a valid GST registration: GST registration documents shall be provided
 - e. The financial bids/offers of only qualifies bidders will be opened and considered for selection.
 - f. Labour License and Labour Welfare Cess Registration Certificate.
 - g. Registration certificates of Labour Commissioner, Employees' Provident Fund Authorities, Employees State insurance Corporation (ESIC) etc.
 - h. Trade License.
 - i. Voter ID of the proprietor/registered owner.
 - j. For Consortium -registered deed /Partnership Certificate
- 3) 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 & power of Attorney. Deed/ Memorandum of Article of Association issued by the authorities.
- 4) Financial Bid: The financial bid shall be submitted in the Annexure B in a sealed envelope.
- 5) 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.

6) Lead Period:

a. The successful bidder shall pay the licensee fees (rate as per annexure-A) within 10 days from the date of work order, irrespective of the fact that whether advertisement is displayed in/on the buses or not.

7) The quotationers 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.

8) Selection Criterion: The successful bidder shall be decided based on the highest amount offered per location 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/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 premises to the next lowest bidders remaining, if any, at the highest (H1) approved rate for augmentation of revenue.

9) That the successful bidder(s) shall have to deposit an amount of Rs. 50,000/- (Rupees fifty Thousand) only as Registration Fee in the shape of Bank Draft in favour of Managing Director, ASTC, Paltanbazar, Guwahati which is not refundable.

10) The term of allotment will be for a period of 01 (one) year. 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.

11) 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.

- b. The offers/bids without EMD will be rejected.
 - c. Last date of submission of Bids in is ~~24/03/2022~~ ^{24/03/2022} at 02:00 PM.
 - d. The opening of Technical Bid is on: ~~24/03/2022~~ ^{24/03/2022} at 03:00 PM
 - e. The opening of financial bids is on will be notified accordingly.
- 12) 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.
- 13) 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.

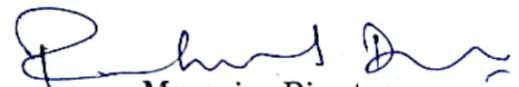
Quotation documents may be collected from the office of the undersigned during office hours of all working days up to 2.00 pm from ~~04/03/2022~~ ^{04/03/2022} to ~~23/03/2022~~ ^{23/03/2022} at the cost of Rs 1000.00 (Rupees one thousand)only by depositing Bank Draft of any Schedule bank duly pledged to the Managing Director ASTC, Paltanbazar which is non-refundable. The date of receiving Quotation is ~~24/03/2022~~ ^{24/03/2022} up to 2.00 pm and will open the quotation on the same date in presence of the Quotationers or their authorized representative. **The quotation has to be submitted in sealed envelope along with all the relevant documents.**

- 14) **Security Deposit and Agreement:** The security deposit shall be equivalent to 30% of quoted fees and payable within 10 days of the letter of award, 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 successful 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.
- 15) The selected bidder who have 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.
- 16) **Payment of yearly License Fee:** the license fee and goods & Service Tax applicable shall be payable at one time only. In case of delays in payment of dues to ASTC, interest shall be charged @ 18% per annum on the number of days delayed. And interest on Goods & Service Tax as per the rates fixed by the GST Department. GST to paid extra in addition to basic license fee as per updated Govt. norms by the

- bidder. Municipality and other taxes to be paid in addition to the basic License fee as per bill submitted by the Licensor.
- 17) The display of advertisement will not be allowed until the registration fees, security deposit and the license fee has been paid.
 - 18) If the payment is not made in one time, 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.
 - 19) In event of breach of agreement by the bidder, the ASTC Authority may terminate the contract by giving one month notice.
 - 20) Incomplete offer/tender received after the stipulated time and date, Non submission of prequalification offer, commercial offer separately in sealed envelope and non submission of EMD, will be rejected.
 - 21) The bids / offer made under this tender shall be valid for a period of 12 months. The bidder shall not withdraw or revise the tender during this period. In case of bidder withdraws from contract during this contract 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.
 - 22) 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.
 - 23) All communications to the successful bidders/ bidders through email/letter/ to their contact details given in the tender form and agreement shall be deemed as valid for any purpose under this tender.
 - 24) 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
 - 25) 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.
 - 26) 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 ,violate any rules & regulations of Govt. 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.
 - 27) 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.
 - 28) The tenderer shall not sublet, transfer or assign the contract any part thereof.

- 29) That, in the event of any damage 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.
- 30) 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.
- 31) The Managing Director of ASTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.
- 32) 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.
- 33) 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.
- 34) Rates quoted shall be deemed to have inclusive of cost of manpower, material, machinery, tools and plants, GST etc. & all taxes including GST, ESI, EPF, Professional Tax, duties and levies, cess, insurance etc. complete. GST to be paid extra in addition to basic rate as per updated norms of Govt. No escalation of whatsoever nature, shall be payable by ASTC.
- 35) 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, EPF act, ESI act and various other act as applicable from time to time with regard to personnel engaged for execution of contract.
- 36) The successful bidder must be registered with the concerned Govt. authorities, i.e. Labour Commissioner, Employees' Provident Fund Authorities, and Employees State insurance Corporation (ESIC) etc. and a copy of the self-attested registration certificates should be submitted along with the application form.

- 37) The successful tenderer shall be liable to pay service tax, electrical charge or any other charges payable for carrying of the business of his contract as agreed upon.
- 38) No electrical Connection will be provided from ASTC's end. However, necessary NOC will be provided from our end.
- 39) Regarding removal of advertising materials, the removal of items related to advertisement should be removed within 15 days from the expiry of contract otherwise ASTC will take steps for its removal & ASTC will not be liable for any damages caused to the bidder.
- 40) Damage caused in ASTC premises due to removal of advertising materials to be deducted from Security deposit and in case if it exceeds the Security deposit then it has to be paid by the Bidder within 30days from the date of removal.
- 41) **Insolvency:** ASTC may terminate this Agreement immediately if an Insolvency Event occurs in relation to the other Party. An "Insolvency Event" means, in relation to any person or entity, any of the following events: (i) becomes insolvent or is unable to pay its debts as they become due; (ii) a resolution being passed for its voluntary winding up or a court of competent jurisdiction making an order that it be wound up or dissolved; (iii) otherwise files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iv) the making of an administration order or the appointment of a receiver, or an encumbrance taking possession of or selling an asset of the person or entity; (v) a composition or arrangement with its creditors or an application to a court of competent jurisdiction for protection from its creditors; or (vi) the occurrence of an event under the Laws of any jurisdiction of an event analogous to any other event.
- 42) **Force Majeure :** That in case of any Force Majeure or any incident which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions the licensee shall notify licensor within 30 (thirty) days in writing of such incident thereof.
- 43) The undersigned doesnot bind himself to accept the highest offer and reserves the right to reject any or all the tenders without assigning any reason thereof.



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