



OFFICE OF THE MANAGING DIRECTOR,
ASSAM STATE TRANSPORT CORPORATION
GUWAHATI

Ref No.: ASTC/HO/1537/17/M-I/862

Dtd. 01/12/2021

NOTICE INVITING QUOTATION

Quotation Document inviting rates from Advertising Agencies for "Branding outside the ASTC Buses". Allotment of Bus Non AC (Ultra) buses and RCB (Rural Connectivity) Buses of ASTC.

This quotation for inviting rates from advertising agency / advertiser for display of advertisement in ASTC Bus. Advertisements are allowed outside the bus in left and right side panel Back panel and louver glasses above window of ASTC Non AC (Ultra) buses and RCB (Rural Connectivity) Buses.

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.
2. The ELF (Economic License Fee or Reserve Price) are as follows (Base Rates). Minimum rates for Bus Branding are:
Non AC (Ultra) Buses :Rs 55,999.00 per bus per year.
(The total Nos. of Non AC ultra buses are 213 approx.)
RCV buses: Rs 49,999.00 .00 per bus per year
(The total Nos. of RCV buses are 175 approx.)
GST and other taxes to be paid by the bidder as per bill submitted by ASTC Authority.
3. The Application Fee/ Quotation fee is Rs 1,000/- (One thousand) only by depositing Bank Draft of any Schedule bank duly pledged to the Managing Director ASTC, Paltanbazar which is non-refundable. Application forms/other documents may be collected from the office of the undersigned during office hours of all working days up to 2.00 pm from 01.12.2021 to 22.12.2021 The date of receiving Quotation is 23.12.2021 up to 2.00 pm and will open the quotation on the same date in presence of the quotationers or their authorised representative. **The quotation has to be submitted its rate/bid in a sealed envelopes inside which two (02) separate sealed envelopes must contain (1) Pre-**

- qualification documents (2) Financial Bid . Bidders should mention "Quotation for allotment of Type of bus" in the outside envelop.
4. Bid(s) will be received up to 2 PM of 23.12.2021 by the Civil Engineering Branch of the office of the Managing Director, ASTC, Paltanbazar, Guwahati-8 and will be opened on the same date in presence of the bidders or their authorized representatives.
 5. Details related the Quotation may be obtained from the office of the Managing Director, ASTC, Paltanbazar, Guwahati-8 during office hours from 01.12.2021 to – 22.12.2021. For more details please visit our official website astc.assam.gov.in and also visit the office during working hours.
 6. 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 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.
 7. 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.
 8. **Financial Bid: The financial bid shall be submitted in the Annexure B in a sealed envelop.**
 9. 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.

10. Lead Period:

a. 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.

11. 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.

12. Selection Criterion: The successful bidder shall be decided based on the highest amount 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/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.

13. 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.

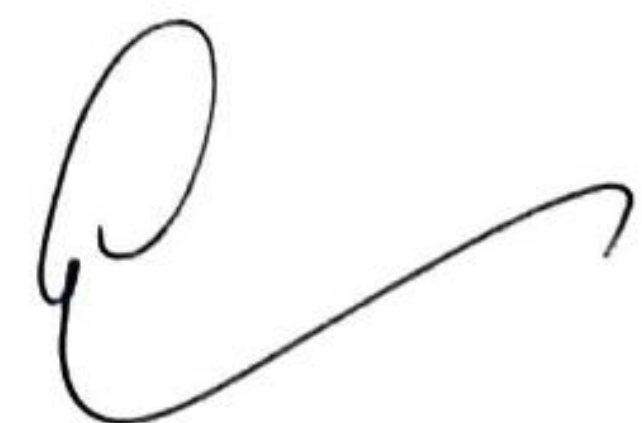
14. There shall be 10% escalation of every calendar year over the license fee of the previous year if the ASTC authority extends the term subject to satisfactory performance of the successful bidder.

15. 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 23.12.2021 at 02:00 PM.
 - d. The opening of Technical Bid is on 23.12.2021 at 03:00 PM
 - e. The opening of financial bids is on 28.12.2021 at 12:00 Noon.
16. 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.
17. 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.
18. **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.
19. 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.
20. **Payment of yearly License Fee:** 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 on the number of days delayed. And interest on Goods & Service Tax as per the rates fixed by the GST Department.
21. The display of advertisement will not be allowed until the security deposit and the license fee has been paid.
22. 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.



23. **Advertising Space:** Advertisements are allowed outside the bus on left and right side 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 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.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. In event of breach of agreement by the bidder, the ASTC Authority may terminate the contract by giving one month notice.
30. 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.
31. 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 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.
32. 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.



33. All communications to the successful bidders/ 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.
34. 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.
35. 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.
- 35 The ASTC shall have the exclusive right to take decision regarding the number/rout/type of buses for the installation of advertising.
- 36 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.
- 37 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.
- 38 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.
- 39 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 the 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.

- 40 The successful bidder shall have to obtain a certificate or permission or bid as may be necessary or required from the concerned authorities of Central Government/State Government/Local body for display of advertisement.
- 41 The successful bidder or any person working with or under him shall enter into the Depot premises only with prior permission of the Depot Manager concerned, to take up the work of installations, display etc. Necessary ID will be issued to him by licensor after due certification from the bidder.
- 42 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.
- 43 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.
- 44 In case any bus/buses in which advertisements are displayed is not operated due to mechanical Breakdown/ Accident /FC renewal for a total period exceeding 10 days in a month, the bidder shall be entitled for proportionate reduction in the license fee for such period exceeding 10 days in a month. The Divisional Superintendent shall authorize any such reduction, after due verification.
- 45 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 bidder shall reimburse the costs involved in removing such advertisement material or Rs. 1,000/- per bus whichever is higher.
- 46 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.
- 47 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.
- 48 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.



- 49 The advertisements shall not contain any matter which would affect the image of the ASTC or which is restricted by any law/Government/Corporation.
- 50 The Selected bidder shall not claim for damage caused to his devices in case ASTC bus involves in accident/incident including insurance claims.
- 51 If the Bus body/louver glasses are damaged while removing paint/stickers/rivets, penalty of Rs.5,000/- 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 stickering on the bus body and one-way see-through mesh vinyl stickring on louver glasses is allowed.
- 52 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.
- 53 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.
- 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 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.

58 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.

59 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.

60 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.

61 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.

62 The Managing Director of ASTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.

63 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.

- 64 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.
- 65 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. No escalation of whatsoever nature, shall be payable by ASTC.
- 66 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.
- 67 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.



Managing Director
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Paltan Bazar, Guwahati-08.