

DIRECTORATE OF STATE TRANSPORT, HARYANA
2ND FLOOR, 30-BAYS BUILDING, SECTOR 17-C, CHANDIGARH

NOTICE INVITING TENDER
Website: www.hartrans.gov.in

On-line e-Tenders are invited for giving rights to the contractors for regarding putting up advertisements on Standard/Ordinary buses of Haryana Roadways in accordance with the scope of advertisements mentioned in the detailed tender documents in two bid system i.e. Technical Bid and Financial Bid:-

Sr. No.	Name of Group/Item	EMD to be deposited (Rs. in lacs)	Tender Number	Date & Time of downloading of e-Tender	Date & Time of closing of e-Tender
1	regarding putting up advertisements on Standard/ Ordinary buses of Haryana Roadways	5.00	1/ STA3/2019-20	06.03.2020 at 11.30 hrs.	30.03.2020 at 14.00 hrs.

The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in> w.e.f. 06.03.2020 after 11.30 Hours and the last date of submission of on-line tender is 30.03.2020 up to 14.00 Hours. Closing date & time of bid of EMD submission is 27.03.2020 at 17.00 hrs.

Dated: 05.03.2020

Sd/-
Director, State Transport,
Haryana, Chandigarh.

Date & Time of downloading of e-Tender documents: 06.03.2020 at 11.30 hrs.

EMD Fees: 5.00 Lacs

Tender Document Fees: Rs5000/-

Date & Time of closing of EMD Fees: 27.03.2020 at 17.00

Date & Time of closing of submission of e-Tender documents: 30.03.2020 at 14.00hrs.

Technical Bid Opening: 30.03.2020 at 15.00 hrs

Terms & conditions for Tender for contract regarding putting up advertisements on Standard/Ordinary buses of Haryana Roadways.

It is proposed to give contract for putting up advertisements on the buses of Haryana Roadways as per the scope and terms & conditions mentioned below:-

1. Scope of advertisements:

a) The scope of advertisements on various types of buses would be as under:-

Type of buses	No. of buses	Advertising space		
Ordinary buses (Tata & Leyland)	Approx. 2600 such buses are available for advertisement and more such buses can be purchased during the currency of the contract.	Left Side(Conductor Side)	Between the doors, above the Rub rail & below the window.	5.55 Mtr. x 0.47 Mtr.
		Right Side(Driver Side)	Between the Rub rail & below the window, from Rear to Front.	7.05 Mtr. x 0.47 Mtr.
		Back Panel	Between the Safety Reflectors (Triangles), above the Rub rail & below the Rear Safety Glass.	1.49 Mtr.x0.47Mtr.
		Inside the Bus	Two Curved plates above the entry & exit doors.	0.76 Mtr. x 0.47 Mtr.

b) The number of buses already in operation has been mentioned above. However, more such buses may join the fleet during the currency of the contract. As such the tenderer may quote rates on per bus per month basis. If in a particular month during the period of currency of this contract, the number of buses (excluding the condemned buses taken off the road) exceeds the number given above, the contractor shall, in addition to the premium for that month, pay to the department an additional amount equivalent to the monthly premium agreed plus additional amount equivalent to the monthly premium agreed per additional bus per month. Provided further, if in a particular month during the period of

currency of this contract, the number of buses falls below the number mentioned above for any reason beyond the control of the department or as a result of any new development, the contractor shall pay for the number of buses allotted to him. 150 mini buses would also join the fleet later on, the rate will be in proportion to the size available for advertisements and the size/advertisement space will be in proportion to size of ordinary buses.

c) The contractor will have to pay for the total number of buses offered for advertisements. If the contractor is unable to utilize any of the buses or space offered for advertisements, he will not be entitled to any compensation whatsoever on this account.

2. Period of contract

The period of contract will be three years from the date of signing of the agreement.

3. Eligibility criteria for the Applicants

- i- The minimum quote rate per bus per month (Ordinary & Standard) as per sizes, space/area/panel of the specifications mentioned above should not be less than ₹ 2100/- for the purpose of advertisement on the Standard/Ordinary buses of Haryana Roadways for the first year and the rent shall be increased @ of 10% every year (During the contract period). The minimum price in case of mini buses shall be in proportionate to the size of mini bus available for advertisement space. The bid amount should be quoted in multiple of ten.
- ii- The company/firm should be a registered concern having at least five years' experience in the advertising line.
- iii- The annual turnover of the company should be above Rs.1 Crore during the last three years.
- iv- The company should be making net profits during the last three years.
(Documents attested by Notary Public to be attached for satisfying each condition.)
- v- The company should establish Head office/Branch office in either the State of Haryana or Chandigarh/Delhi.

4. (A) Earnest Money Deposit

Refundable EMD of ₹5.00 lacs is payable online for participating in the tender. The EMD paid online is non-interest bearing and will be refunded to unsuccessful bidders after decision of the tender. EMD of successful bidder will be refunded after submission of required Bank Guarantee and will not be interest bearing.

(B) E-processing fee:

The interested bidders shall have to pay e-service fee (non-refundable) of ₹1000/- on-line by using the service of secured electronic gateway as per policy of Govt. Haryana.

5. Other documents required to be attached with the Tender Application

- (i) Scanned copy of Registration Certificate of the Company.
- (ii) Scanned copy of Proof regarding experience in the line for the last five years.

- (iii) Scanned copy of audited Balance Sheets duly attested by Chartered Accountant for the last three years.
- (iv) Scanned copy of Income Tax Returns & Service Tax Returns/GST for the last 3 years.
- (v) Scanned copy of the PAN number of the company.
- (vi) Details of the board of directors with their Addresses and Telephone/Mobile Nos. and their date of appointment.
- (vii) Details of the major assets of the company.
- (viii) Details of major advertising contracts held previously as well as at present.
- (ix) The addresses & telephone numbers of the branch offices of the company in Delhi, Haryana or Chandigarh should be given along with the names, residential addresses/numbers of the Incharges of the branches.
- (x) Scanned copy of affidavit signed by authorized person, duly notarized to the effect that the company/firm has not been black listed by any Govt. department /Govt. organization during past two years.

6) Technical & Financial Bids

The tender will have two stages:-

- i) The Company/firm willing to participate in the tender will be required to upload technical as well as financial bids on-line.
- ii) The company should quote for all the buses of Haryana Roadways being offered or likely to be offered.
- iii) The department will be free to add or decrease up to 500 buses during the period of contract keeping in view the administrative considerations and expansion or contraction of bus fleet.
- iv) The company/firm will also upload signed and stamped pages of terms and conditions of the tender while uploading the technical bid of the tender. The conditional tender or conditions included in the forwarding letter will not be accepted.

7. Mode of payment

The company should quote the rate to be paid to the department per bus per month mentioned in the scope above. The amount to be paid will be calculated on the total number of buses being offered. The amount will be paid by the company in quarterly installments to be paid ten days in advance before the start of the quarter in accordance with the number of buses offered by the department. **All amounts will have to be paid in the shape of bank draft only in favour of the Director, State Transport, Haryana payable at Chandigarh.** No other mode of payment will be acceptable.

8. Bank Guarantee

The selected company/firm will have to submit a bank guarantee in favour of the Director, State Transport, Haryana, Chandigarh for an amount equivalent to four months rent on the basis of approximate average number of buses calculated by the department. The bank guarantee should be valid for 3½ years i.e. 42 months from the start of the contract.

9. Payment of taxes:

All taxes/levies due to the Govt. of India, State Govt., other Govts. or Administrations or local authorities (including the GST, fees and other levies imposed during the contract period or to be levied in future) for display of advertisements on the buses of Haryana Roadways or displaying advertisements in the said buses will have to be paid by the Company/firm and not by the State Transport Department, Haryana. The company/firm shall be liable to make their own arrangement at their own cost to pay the publicity charges or taxes to the Govt. of India, State Govt., any other Govt., or Administrations or authorities, where such charges are being levied. In case of non-payment of such taxes or charges, the company/firm shall be itself responsible for any consequences on account of non-payment of any taxes/levies. The company/firm will submit proof of payment of such taxes/levies to the department as & when required along with submission of advance quarterly rent/fee.

10. Delay Penalty

A delay penalty @ 2% for delay of each month or part thereof for every quarterly installment would be charged till the premium due is paid. This penalty will also be applicable on the additional premium to be paid by the firm for the additional buses offered by the department. This penalty will be without prejudice to the right of the department to forfeit the bank guarantee and cancellation of the contract, if the delay exceeds one month. In case any recovery is made by the department from the bank guarantee, the contractor company/firm will have to replenish the bank guarantee within seven days positively failing which the contract can be cancelled.

11. Allotment of tender

The department would be free to allot the contract to a single party or divide the contract in more than one party.

The past dealings/reputation of the company/firm with the State Transport Department or other Govt. Departments/Undertakings will be taken into consideration before allotting the contract.

The Department can accept or reject any or all the tenders without notice & without assigning any reason.

The highest bidder will be selected for award of contract. However, the department will have right to negotiate with up to three highest bidders, if their quoted rates are found

within 5% of the highest rate quoted in the tender. The highest rate quoting firm in the tender will be given one additional opportunity of offering higher or equal to the highest rate discovered during the negotiation as per the Govt. procedure.

If the highest tenderer(H-1) backs out, his earnest money shall be forfeited and the second Highest tenderer(H-2), third Highest tenderer(H-3) in order of sequence may be called upon to bring his offer to the same level as the originally first highest tenderer, In this event of their refusal to do so, tenders shall be recalled. In case of grave urgency, authority competent to accept the tender may authorize call of limited or short notice tenders.

Single tenders shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single tender, its acceptance may be considered with proper justification and reasons.

12. Other Terms and Conditions

(i). Quality of Advertisements: The advertisements should be put up by pasting of superior vinyl sheets or flex sheets with very high standard of printing & colours. The Vinyl/flex should be pasted on the relevant portion of the buses. Where the metallic plates are required, these must be rust proof and should be fixed on the buses with rust proof material without damaging the body of the bus.

(ii).Rear Panel: The rear panel may be fixed, subject to the condition that there is no interference with respect to the back lights or any other features specified under the Motor Vehicles Act/ Rules. The back panel should be made perforated when put up on the rear engine buses to allow free air inlet.

(iii).Replacement of spoiled advertisements: Any advertisements which get spoiled after some time will have to be replaced within a week of the notice given by the GM, failing which the GM will have the right to remove the spoiled advertisements at the cost and risk of the company/firm concerned.

(iv).Advertisements with approval of GM: The advertisements should be displayed with the approval of the General Manager concerned and any advertisement found objectionable would not be allowed.

(v).Advertisements not allowed: No advertisements relating to intoxicants, liquor, cigarettes, biddis, tobacco products, lottery etc. would be allowed on the buses. If any other advertisements are disallowed by the law of the land or by court orders or if any advertisements are banned by the Govt./Department in public interest, such advertisements would also not be allowed.

(vi).Fixing & display of advertisements: The responsibility for fixing and display of advertisements would be that of the contractor company/firm, which will be done by them with the written approval of the concerned General Manager, Haryana Roadways indicating the period of display of each advertisement along-with registration number of buses. The bus numbers would be allotted by the GM. The advertisements/other instruments mentioned above should be fixed with rust proof material without making any damage to the bus body.

(vii).No detention of buses allowed: No detention of buses would be allowed for putting up advertisements on the buses and the contractor company/firm will have to put up the advertisement boards/Vinyl sheets during the time slots when the bus is parked in the depot.

(viii). Removal of advertisements:

- a) The advertisements will have to be removed at appropriate time by the contractor company/firm themselves with due approval of the General Manager, Haryana Roadways concerned.
- b) That after the completion of the period of the agreement or after the termination of the contract, whichever is earlier, the contractor company/firm shall remove all the advertisements on the last day of the contract positively failing which these will be removed by the concerned General Manager, Haryana Roadways at the cost & risk of the contractor company/firm.

(ix).No compensation for less number of advertisements: If the contractor company/firm is unable to put up advertisements on any of the space/scope on the buses allotted to them, they will not be entitled to claim any compensation whatsoever on this account.

(x) Extra Advertisements: The department would be free to put up any other advertisements on the spaces other than those allotted to the contractor company/firm as required in public interest and the said company/firm will have no objection for such extra advertisements and they will also not be entitled to seek any compensation, whatsoever, on this account.

(xi) Recovery of damage: If any damage is done to the property of the department due to putting up of advertisements by the contractor company/firm, the cost of the same will be assessed by the concerned GM, Haryana Roadways and recovered from the said contractor company/firm. The recovery, if any, should be deposited with the concerned depot by the contractor company/firm within the period specified by the GM, failing which the amount will be recovered from bank guarantee and the contractor company/firm will have to replenish the bank guarantee within seven days positively failing which the contract can be cancelled.

(xii) Addition of buses: The buses in the fleet may increase gradually and the firm will have to pay for the additional buses offered from time to time as already mentioned under the relevant clause.

(xiii). DAVP rates from Govt. organizations: In case any Govt. Department/ Corporation/Board wish to display advertisements on the buses of Haryana Roadways, through the contractor company/firm; the contractor company/firm will have to charge the rates not more than those as fixed by the DAVP, Govt. of India. At any point of time, the contractor may be asked to offer upto 25% of contracted buses for display of advertisement as required by the Public Relation Department, Haryana at a rate not exceeding by more than 10% of the rate contracted with State Transport for any 15 days in a year.

(xiv) Damage or loss of boards/Vinyl Sheets or serious break down due to unavoidable circumstances: The contractor company/firm shall not be entitled to claim any compensation on account of serious breakdown or interruption in the display of advertisements or damage/loss of the boards/Vinyl Sheets etc. due to unavoidable circumstances.

(xv) Termination of contract: If the contractor commits a default or breach of any of the terms and conditions of the agreement, the Transport Department, Haryana shall be entitled to forfeit, in full or part, to such an extent as may be deemed reasonable and necessary, security deposit of the contractor after giving fifteen days notice of such default or breach to the contractor. In addition, the Transport Department, Haryana shall without prejudice to other rights under the contract and the remedies available there under, be entitled to terminate the contract and to re-auction/tender it within a reasonable time after serving one month's notice on the contractor and to recover from the contractor, the amount of any consequential loss involved along with expenses incurred by the Transport Department, Haryana in re-auctioning the contract. The contractor shall not, however, be entitled to claim back from the Transport Department, Haryana the amount offered over and above the contract money, in case of re-auction/tender, for the un-expired period of the old contract.

(xvi). Settlement of objections regarding display of advertisements: In case of any dispute arising from the objections raised by any of the General Manager, Haryana Roadways to the display of advertisements, it would be referred to the Director, State Transport, Haryana, whose decision shall be final and binding on the contractor company/firm as well as the GM, Haryana Roadways concerned.

(xvii). Arbitration Clause: All disputes or differences arising out or in any way touching or concerning the deed whatsoever, shall be referred to the sole arbitration of Additional Chief Secretary to Govt. Haryana Transport Department, acting as such at the time of reference. There will be no objection to such an appointment that arbitrator so appointed is a Govt. servant and that he had to deal with matters to which the agreement relates and

that in the course of these duties as such the Govt. servant has expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the agreement.

(xviii) The contractor shall obtain all the required permissions from concerned authorities for running the business at his own level and shall obey all the rules / regulations applicable from time to time in this regard.

(xix) In case display of advertisements on the buses is not permitted under the law of any State/Central Govt./Courts or any other authority, the advertisements on Haryana Roadways buses shall not be displayed and the contractor company/firm shall not be entitled to seek any compensation whatsoever on that account.

(xx) In case the size/space/area given in the tender for display of advertisements becomes less due to change in the specifications of buses in future, contractor company/firm shall not be entitled to claim any compensation whatsoever on that account.

(xxi) The contractor shall not directly or indirectly sublet the contract to any other person / firm in any manner.

(xxii) The contractor will indemnify the Transport Department, Haryana and save it harmless from all claims, demands, action, cause and charges to which the Transport Department, Haryana may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the Transport Department, Haryana or arising out of any activity or negligence or commission of the contractor.

(xxiii) Director, State Transport, Haryana reserves every right to accept or reject any tender without assigning any reason.

(xxiv) The amount quoted per bus per month in the prescribed Performa of "Offer/Price Bid" given in this tender document shall be firm and shall not be subjected to any exchange variations, labour conditions, fluctuations in railway freight, taxes and any conditions, whatsoever.

(xxv) Signing of Agreement: The company will sign an agreement with the department incorporating all the terms and conditions before the start of the contract.

(Technical Bid)

PROFORMA TO BE FILLED & SUBMITTED IN RESPONSE TO THE TENDER NOTICE IN CONNECTION WITH THE CONTRACT FOR DISPLAY OF ADVERTISEMENTS ON THE BUSES OF HARYANA ROADWAYS.

Sr. No.	Particulars	Bidder's Response
1	Name of the Firm	
2	Complete address (Regd. Office & Field offices) with Telephone No., E-Mail Address.	
3	Date Of Establishment (attach proof)	
4	Date of Registration(attach proof)	
5	Registration No. (attach proof)	
6	Income Tax (PAN No.) (attach proof)	
7	GST No. (attach proof)	
8	Names, Complete Addresses, Telephone No's & Email Address of Partners	
9	Names, Complete Addresses, Telephone No's & E Mail Address of Board of Directors	
10	Details of Major Advertising Contracts previously/presently held by the firm with dates & necessary proof	
11	Whether the firm is registered with/on the panel with Department of Information Technology Govt. of India, if so, proof thereof.	
12	Whether the firm has been disqualified/black listed by Information Technology, Govt. of India or any other Govt. organization during past 3 years preceding the closing date of the tender?	

13	Annual turnover of the firm 2016-17 2017-18 2018-19	
14	Whether e-processing fee of Rs.1000/- has been submitted online or not?	
15	Whether Tender document fee of Rs.5000/- has been submitted online or not?	
16	Whether Earnest Money Deposit (EMD) of Rs.5.00 Lacs has been submitted online or not?	
17	List of Documents attached.	
18	List of Assets. of the Company	

Certified that the information given above is correct and nothing has been concealed. We agree with all the terms & conditions of the contract as published in the tender notice or given in the detailed Tender document and undertake to make all the installments (along with fine if any) on time. A copy of the terms and conditions signed on each page is attached. Both pages of the Performa have also been signed with seal of firm.

Date:-

Signature of the

Place:-

Authorized Representative with rubber seal

Name of the Signatory _____

For & on behalf of _____(Name of Firm)

FINANCIAL BID

For putting up advertisement on the buses of Haryana Roadways in accordance with the terms and conditions mentioned in the Tender documents.

Amount quoted for per bus per month in Rupees:-

S.No.	Type of bus	Amount quoted per bus per month in rupees
1.	Standard/Ordinary	

Date:-

Signature of the

Place:-

Authorized Representative with rubber seal

Name of the Signatory _____

For & on behalf of _____(Name of Firm)

AGREEMENT

This agreement is made on ____ day of ____ 2020 between the Governor of Haryana (hereinafter called the Government) through the Director, State Transport, Haryana, 2nd Floor, 30 Bays Building, Sector 17-C, Chandigarh of the one part and _____ of the said company (hereinafter called the 'contractor') of the other part.

WHEREAS some space is available with the Government for the display of advertisements by using space on the buses of Haryana Roadways owned by the Government;

AND WHEREAS on the request of the 'contractor' and in consideration of the payments herein reserved and of the covenants herein contained, the Government has agreed to grant lease/license to the 'contractor' to utilize the said space for the display of advertisements thereon.

1. In pursuance of the said agreement the Government hereby grants to the 'contractor' on lease/license to display advertisements on the sides of buses, back panel and in-side panels (as per specifications given in para-5 of this agreement) on _____ Haryana Roadways ordinary/standard buses (Tata & Leyland) placed at the disposal of the 'contractor' subject to the conditions mentioned in this agreement. The tentative depot-wise breakup of these buses is attached herewith the agreement. The depot-wise distribution and make of buses may change from time to time keeping in view operational and administrative considerations. The bus numbers would be further earmarked by the General Manager of the concerned depot. The buses may have to be replaced after condemnation or transfer from one depot to another.

However, the Government if so desires, may give more buses to the 'contractor' during the period of contract for which the contractor will have to pay extra payments proportionately with effect from the issue of offer letter.

2. **Period of contract:-**

The agreement, unless terminated earlier, will remain operative for a period of 3 years (three years) commencing from _____ and ending with _____.

3. **Payments and Mode of Payment:-**

In consideration of the aforesaid, the 'contractor' shall during the aforesaid period, pay to the government through the Director, State Transport, Haryana the following tentative amount for display of advertisements for _____ buses offered to the 'contractor' initially:-

a) ₹_____ for three years. The 'contractor' would be required to pay the amount on pro-rata basis on a quarterly basis, 10 days (ten days) before the start of the quarter. The quarterly installment shall be ₹_____. The quarterly installments may also increase with the increase in the number of buses during the period of contract. The rate of display of advertisement on buses as per NIT shall remain at ₹_____per bus per month during the validity period of three years of this contract.

b) The payments will be made through bank drafts payable in favour of the Director, State Transport, Haryana payable at Chandigarh. In no case, the payment will be accepted through cheque or cash. The date of receipt of bank draft shall be considered as date of receipt of payment.

c) Quarterly advance payment will be worked out in each quarter on the basis of buses held on average during the preceding quarter. In other words, 75% of average buses available with Haryana State Transport held in any quarter shall be taken for working out the advance quarterly installment of next quarter.

d) All taxes/levies due to the Govt. of India, State Govt., other Govts. or Administrations or local authorities (including the GST, fees and other levies imposed during the contract period or to be levied in future) for display of advertisements on the buses of Haryana Roadways or displaying advertisements in the said buses will have to be paid by the Company/firm and not by the State Transport Department, Haryana. The company/firm shall be liable to make their own arrangement at their own cost to pay the publicity charges or taxes to the Govt. of India, State Govt., any other Govt., or Administrations or authorities, where such charges are being levied. In case of non-payment of such taxes or charges, the company/firm shall be itself responsible for any consequences on account of non-payment of any taxes/levies. The company/firm will submit proof of payment of such taxes/levies to the department as & when required along with submission of advance quarterly rent/fee.

4. Delay Penalty :-

A delay penalty @ 2% for delay of each month or part thereof for every quarterly installment would be charged till the installment/premium due is paid. This penalty will also be applicable on the additional installment/premium to be paid by the 'contractor' for the additional buses offered by the Government. This penalty will be without prejudice to the right of the Government to forfeit the bank guarantee and cancellation of the contract, if the delay exceeds one month. In case, any recovery is made by the Government/department from the bank guarantee, the 'contractor' will have to replenish the bank guarantee within seven days positively failing which the contract can be cancelled.

5. Scope of advertisements on standard/ordinary buses:-

a) The scope of advertisements on standard/ordinary buses would be as under:-

Type of buses	No. of buses	Advertising space		
Ordinary buses (Tata & Leyland)	Approx. 2600 such buses are available and more such buses may be purchased during the currency of the contract.	Left Side(Conductor Side)	Between the doors, above the Rub rail & below the window.	5.55 Mtr. x 0.47 Mtr.
		Right Side(Driver Side)	Between the Rub rail & below the window, from Rear to Front.	7.05 Mtr. x 0.47 Mtr.
		Back Panel	Between the Safety Reflectors (Triangles), above the Rub rail & below the Rear Safety Glass.	1.49 Mtr. x 0.47Mtr.
		Inside the Bus	Two Curved plates above the entry & exit doors.	0.76 Mtr. x 0.47 Mtr.

b) The number of buses already in operation has been mentioned above. However, more such buses may join the fleet during the currency of the contract. As such the tenderer may quote rates on per bus per month basis. If in a particular month during the period of currency of this contract, the number of buses (excluding the condemned buses taken off the road) exceeds the number given above, the contractor shall, in addition to the premium for that month, pay to the department an additional amount equivalent to the monthly premium agreed plus additional amount equivalent to the monthly premium agreed ____per additional bus per month. Provided further, if in a particular month during the period of currency of this contract, the number of buses falls below the number mentioned above for any reason beyond the control of the department or as a result of any new development, the contractor shall pay for the number of buses allotted to him. 150 mini buses are to be added in fleet. The rate of advertisement on mini buses shall be in proportionate to the space available on mini buses.

c) The 'contractor' will have to pay for the total number of buses offered for advertisements and if there is any increase in the display size over the size given above then the 'contractor' will pay to the Government for additional space on pro-rata basis. If the contractor is unable to utilize any of the buses or space offered for advertisements in this contract, he will not be entitled to any compensation whatsoever on this account.

6. The selected 'contractor' will have to submit a bank guarantee in favour of the Director, State Transport, Haryana, Chandigarh for an amount equivalent to four months'

rent on the basis of approximate average number of buses calculated by the Government/department. The bank guarantee should be valid for 3½ years i.e. 42 months from the start of the contract.

7. Other terms and conditions:-

(i). Quality of Advertisements: The advertisements should be put up by pasting of superior vinyl sheets or flex sheets with very high standard of printing & colours. The Vinyl/flex should be pasted on the relevant portion of the buses. Where the metallic plates are required, these must be rust proof and should be fixed on the buses with rust proof material without damaging the body of the bus.

(ii). Rear Panel: The rear panel may be fixed, subject to the condition that there is no interference with respect to the back lights or any other features specified under the Motor Vehicles Act/ Rules.

(iii). Replacement of spoiled advertisements: Any advertisement which gets spoiled after some time will have to be replaced within a week of the notice given by the General Manager of State Transport depot, failing which the General Manager will have the right to remove the spoiled advertisements at the cost and risk of the 'contractor'/company.

(iv). Advertisements with approval of General Manager: The advertisements should be displayed with the approval of the General Manager concerned of State Transport depot and any advertisement found objectionable would not be allowed.

(v). Advertisements not allowed: No advertisements relating to intoxicants, liquor, cigarettes, bidis, tobacco products, lottery etc. would be allowed on the buses. If any other advertisements are disallowed by the law of the land or by court orders or if any advertisements are banned by the Govt./Department in public interest, such advertisements would also not be allowed.

(vi). Fixing & display of advertisements: The responsibility for fixing and display of advertisements would be that of the 'contractor', which will be done by it with the written approval of the concerned General Manager, Haryana Roadways/State Transport depot indicating the period of display of each advertisement along with registration number of buses. The bus numbers would be allotted by the General Manager of Haryana Roadways depot. The advertisements/other instruments mentioned above should be fixed with rust proof material without making any damage to the bus body or bus body paint.

(vii). No detention of buses allowed: No detention of buses would be allowed for putting up advertisements on the buses and the 'contractor' will have to put up the advertisement boards during the time slots when the bus is parked idle in the depot.

(viii). Removal of advertisements:

- a) The advertisements will have to be removed at appropriate time by the 'contractor' itself with due approval of the General Manager, Haryana Roadways concerned.
- b) That after the completion of the period of the agreement or after the termination of the contract, whichever is earlier, the 'contractor' shall remove all the advertisements on the last day of the contract positively failing which these advertisements panels will be removed by the concerned General Manager, Haryana Roadways at the cost & risk of the 'contractor'.

(ix). No compensation for less number of advertisements: If the 'contractor' is unable to put up advertisements on any of the space/scope on the buses allotted to it, then 'contractor' will not be entitled to claim any compensation whatsoever on this account.

(x) Extra Advertisements: The Government/department would be free to put up any other advertisements on the spaces other than those allotted to the 'contractor' as required in public interest and the said 'contractor' will have no objection for such extra advertisements and the 'contractor' will also not be entitled to seek any compensation, whatsoever, on this account.

(xi) Recovery of damage: If any damage is done to the property of the Government/department due to putting up of advertisements by the 'contractor', the cost of the same will be assessed by the concerned General Manager of Haryana Roadways and recovered from the said 'contractor'. The recovery, if any, should be deposited with the concerned depot of Haryana Roadways by the 'contractor' within the period specified by the General Manager of Haryana Roadways depot, failing which the amount will be recovered from bank guarantee and the 'contractor' will have to replenish the bank guarantee within seven days positively failing which the contract can be cancelled.

(xii) Addition of buses: The buses in the fleet may increase gradually and the 'contractor' will have to pay for the additional buses offered from time to time as already mentioned under the relevant clause.

(xiii). DAVP rates from Govt. organizations: In case any Govt. Department/Corporation/Board wish to display advertisements on the buses of Haryana Roadways, through the 'contractor'; the 'contractor' will have to charge the rates not more than those as fixed by the DAVP, Govt. of India. At any point of time, the contractor may be asked to offer up to 25% of contracted buses for display of advertisement as required by the Public Relation Department, Haryana at a rate not exceeding by more than 10% of the rate contracted with State Transport for any 15 days in a year.

(xiv). Damage or loss of boards/Vinyl Sheets or serious break down due to unavoidable circumstances: The 'contractor' shall not be entitled to claim any compensation on account of serious break-down or interruption in the display of advertisements or damage/loss of the boards/Vinyl Sheets etc. due to unavoidable circumstances.

(xv) Termination of contract: If the 'contractor' commits a default or breach of any of the terms and conditions of this agreement, the State Transport, Haryana i.e. Government shall be entitled to forfeit, in full or part, to such an extent as may be deemed reasonable and necessary, security deposit of the 'contractor' after giving 15 (fifteen) days notice of such default or breach to the 'contractor'. In addition, the State Transport, Haryana shall without prejudice to other rights under the contract and the remedies available there under, be entitled to terminate the contract and to re-auction/invite fresh tender within a reasonable time after serving one month's notice on the 'contractor' and to recover from the 'contractor', the amount of any consequential loss involved along with expenses incurred by the State Transport, Haryana in re-auctioning/inviting fresh tender of the contract. The 'contractor' shall not, however, be entitled to claim back from the State Transport, Haryana the amount offered over and above the contract money, in case of re-auction/fresh tender, for the un-expired period of the old contract.

(xvi). Settlement of objections regarding display of advertisements: In case of any dispute arising from the objections raised by any of the General Manager, Haryana Roadways to the display of advertisements, it would be referred to the Director, State Transport, Haryana, whose decision shall be final and binding on the 'contractor' as well as the General Manager, Haryana Roadways concerned.

(xvii). Arbitration Clause: All disputes or differences arising out or in any way touching or concerning the deed whatsoever, shall be referred to the sole arbitration of Additional Chief Secretary to Govt. Haryana, Transport Department, acting as such at the time of reference. There will be no objection to such an appointment that arbitrator so appointed is a Govt. servant and that he had to deal with matters to which the agreement relates and that in the course of his duties as such the Govt. servant has expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the agreement.

(xviii) The contractor shall obtain all the required permissions from concerned authorities for running the business at his own level and shall obey all the Rules / Regulations applicable from time to time in this regard.

xix) In case display of advertisements on the buses is not permitted under the law of any State/Central Govt./Courts or any other authority, the advertisements on Haryana Roadways buses shall not be displayed and the contractor company/firm shall not be entitled to seek any compensation whatsoever on that account.

xx) In case the size/space/area given in the tender for display of advertisements becomes less due to change in the specifications of buses in future, contractor company/firm shall not be entitled to claim any compensation whatsoever on that account.

xxi) The 'contractor' shall not directly or indirectly sublet the contract to any other person / firm in any manner.

xxii) The 'contractor' will indemnify State Transport, Haryana and save it harmless from all claims, demands, action, cause and charges to which the State Transport, Haryana may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the State Transport, Haryana or arising out of any activity or negligence or commission of the 'contractor'.

xxiii) The amount accepted per bus per month at ₹____per bus per month shall be firm and shall not be subjected to any exchange variations, labour conditions, fluctuations in railway freight, taxes and any other conditions, whatsoever.

In witness whereof the parties hereto have signed this deed on the date mentioned in the year 2020.

For and on behalf of
Contractor.

For and/on behalf of
Governor of Haryana.

Director, State Transport,
Haryana, Chandigarh.

Dated the _____
Place: Chandigarh

In the presence of: -

1.

2.

In the presence of:-

1.

2.