



DRAFT DOCUMENT

Allahabad City Transport Services Limited, Allahabad.

Sub: Selection of Agency for Sole Advertisement Rights on the Buses of Allahabad City Transport Services Limited, Buses External & Internal Pannels, passenger seat backs, driver seat backs, through grab handles and LCD/LED pannels, fitting inside the buses. The buses include 60 mini buses named as Package-I, 60 big buses named as Package-II and Marcopolo 10 buses (Non A/c buses) named as Package-III the size of the Bus Pannels available for advertisement of Three Package I, II & III are mentioned at Annexure-I.

General conditions: -

This auction cum tender is for selection of advertising agency/ advertiser for display of advertisements on the Buses of ACTSL on their External & Internal Pannels backside panel of driver seats, passenger seat backs, grab handles, LCD/LED panels inside the 130 Buses including the buses of various types of mini buses, big buses and & Marcopolo Non A/c buses named (Package -1,2 & 3) as per the following terms and conditions	
1.	The contract period of the successful licensee shall be two years, extendable by one year at a time for a maximum of 3 years.
2.	The license shall be for all [up to a maximum of 60 mini buses for Package -1 ,60 big buses for Package-2 and Marcopolo 10 buses (Non A/c buses) buses for Package-3]of ACTSL fleet, as on date of selection of licensee, consisting, Jnnurm buses, Marcopolo Non A/c.
3.	ACTSL reserves the right to float fresh tender / auction cum tender or frame an open scheme for display of advertisements on such additional buses introduced after the selection of the licensee. The existing licensee shall have a right to participate in such tender for additional buses & to match the highest bid. In case an open scheme is framed instead of a tender, the existing licensee will have the first right of refusal to take license for such additional buses under an open scheme as per the terms and conditions of such scheme. In case the total number of buses being operated by ACTSL falls below (130) buses during the license period for any reason, the license shall stand reduced to the actual available buses, with pro rota adjustment in the license fee.
4.	Lead period: The selected bidder will be given one month time free of license fee for all the buses in each package from the date of issual of allotment letter for installation of necessary equipments. The payment of license fee shall start on pro-rata basis from the date of start of any displays on the bus under this license, subject to minimum of 120 ordinary buses & 10 Non A/c buses by end of 2 nd month. And all, buses under this license by end of 3 th month, not with standing any delays in actual advertisement displays on any buses. In case of failure to commission the project/contract within three months (from the date of issue of allotment letter) selection will be cancelled by forfeiting the security deposit/EMD submitted by the successful bidder.
5.	The passenger information, as decided by ACTSL, shall be displayed on LCD/LED panels inside the buses to the extent of five minutes every hour. Besides, ACTSL may occasionally use seat backside, grab handles etc of buses allotted but not used by the licensee for its own displays.

6.	The size of LCD panels inside the bus shall be of minimum size 19"X21" with a maximum of 3 LCD in each bus.
7.	In case of any damage / cut of LCD panels, service provider/licensee shall replace the same at his own cost. No reduction in the monthly license fee shall be made for any period such LCD units remained non functional for any reason.
8.	No rebate or concession in the license fee under this license will granted for any reason except as mentioned here in.
9.	The display of advertisement will not be allowed until the security deposit and the license fee has been paid.
10.	LCD panels shall be properly fitted ensuring that no inconvenience is caused to the passengers. The licensee shall ensure that the system is not harmful to the bus operating crew and passengers.
11.	ACTSL shall not be responsible or liable to compensate service provider for any loss and or damage and or theft, wear and tear of the LCD panels, all fixtures installed by the licensee nor shall service provider claim any rebate for the same. The visual contents of the advertisement shall not be illegal, vulgar, indecent and socially objectionable. The licensee shall alone be liable for advertised contents.
12.	No advertisement with the use of name or pictorial representation of any national figure or emblem prohibited by law shall be displayed. The licensee shall not claim for damage caused to his devices in case of ACTSL bus involves in accident/incident including insurance claims.
13.	Supply and maintenance of hardware, software, servers and other related equipments shall be borne by the successful bidder.
14.	Supply, installation and maintenance of invertors shall be borne by the successful bidder. The installation of invertors and wiring works shall be done with due approval from our mechanical department (Service Manager) without affecting the aesthetic look of the bus.
15.	ACTSL will provide space for installation of LCD TVs in buses and shall provide power supply from the battery in the bus to run the LCD TVs' system inverter. Compatibility of the equipment intended to be used by the licensee on ACTSL buses is licensee's responsibility.
16.	Selection criterion: There will be three packages. Namely for mini buses big buses and other for Non A/c Marcopolo buses. The successful licensee shall be decided based on the highest amount offered per bus per month for each package in the auction cum tender process. In the event of cancellation of any selected bidder/licensee for any reasons, ACTSL reserves the right to select the next highest bidder.
17.	There shall be annual escalation of 10 (Ten) % every calendar year over the license fee of the previous year. However, the escalation in the license fee from 01.04.2012 shall be limited @ 1% per completed month for the license period during the current year.
18.	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 depot wise.
19a.	Earnest Money Deposit: The EMD amount for all packages, namely 1,2&3 will be 25% (percent) of the quoted amount offered in the tender bid document submitted by the party. The above mentioned amount shall be payable through DD in favor of MD, A.C.T.S.LTD, Allahabad. The Original EMD shall be submitted to this office after the closure of the bid submission i.e. 31-12-11 at 15.00 hrs. The offers/bids without EMD either through tender or auction or both will be rejected.
19b.	The EMD will not carry any interest. The EMD of the unsuccessful bidders will be refunded only after finalization of tenders. The Company shall not be responsible for any

	delay in refund of EMD due to reasons beyond its control in finalizing the tenders viz., Court Directive etc.
19c.	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.
20a.	<u>Security Deposit & Agreement:</u> The successful bidder shall have to remit 03 (three) times of the total monthly license fee in respect of number of buses being operated by ACTSL on the date of his selection after adjusting EMD, in the form of Demand Draft payable in favour of MD, ACTSL, Allahabad as security deposit and enter into agreement. The licensee shall remit security deposit and enter in to agreement within 15 days of his selection as the successful bidder. Any failure to remit such security deposit and enter into agreement shall lead to forfeiture of the EMD. The security deposit paid in cash carries no interest. Security deposit is refundable after successful completion of agreement period. The security deposit is liable to be forfeited either in full or in part, apart from encashing bank guarantee if the service provider fails to complete the service as per the terms and conditions of the assignment orders or in case of non-settlement of claims. The Security Deposit will be refunded after settlement off all claims. In the even of bidder commits a breach of any of the terms and condition of the contract or fails to observe or comply with any of the requirements under this contract, the ACTSL shall be entitled to forfeit the security deposit and encashment of bank guarantee either in whole or in part at its discretion without prejudice to other rights and remedies open to the ACTSL and it shall be binding on bidder.
20b.	ACTSL may allow remittance of balance security deposit after adjusting EMD as above, in the form of bank guarantee from any nationalized bank, provided the licensee remits interest at the rate of 12% per annum on such bank guarantee amount. For the ease of monitoring, such interest amount shall be payable initially for period up to end of the current year and thereafter every year for the next year before expiry of the current year, along with license fee/additional security deposit toward annual escalation for December.
20c.	Additional security deposit by way of DD/Cash will have to be remitted by the licensee for the annual escalation in the license fee.
21a.	<u>Payment of License Fee:</u> The license fee shall be payable in monthly installments starting with the first installment up to the end of current calendar month and all subsequent installments being paid in advance before expiry of the current calendar months. In case of delays in payment of any dues to ACTSL, <u>interest shall be charged @ 20 % per annum on the number of days delayed.</u>
21b.	The accrual of license fee shall start from the date of expiry of the lead period of one month from the date of intimation of the selection of licensee. In case of any deliberate delay in signing the agreement by the successful bidders, their EMD/ Security Deposit will be liable for forfeiture.
21c.	If the monthly payment is not made for consecutive 3 months from due date, ACTSL may terminate the agreement forfeiting the security deposit remitted through DD/Bank guarantee and immediately remove/ stop display of advertisements placed on behalf of the licensee without any liability to any party.
22a.	Only qualified participants will be allowed to participate in the auction cum tender. The financial bids of only qualified vendors will be opened.
22b.	<u>Advertising space:</u> Advertisement shall be displayed on only the Buses Internal & External Panels as per (Annexure-I) backside of the driver seat, passenger seats back, 25

	<p>grab handles per bus and LCD panels (maximum 3 per bus) inside the buses. Acrylic drop in folder type fixture to be fitted to the frame of the seats back where adverts material can be put inside the folder and can be removed. The bidders are advised to inspect buses in each category and get a clear idea of permissible area for display of advertisement and the mandatory area required to be left out for ACTSL brand protection, destination boards, other displays and security reasons. The bidder shall be deemed to have conducted due diligence before submission of the offer in this auction cum tender. The licensee will have no right what so ever on the glass portion of the windows inside or outside portion of the bus. ACTSL shall have liberty to grant advertising rights on window glasses in any manner. In case any additional fixtures to be fitted to run the LCD panels, licensee should bear the cost and will be done after getting clearance from technical department.</p>
23.	<p>Incomplete offer/ tender received after the stipulated time and date, Non-submission of prequalification offer, commercial offer through internet and not accompanied by EMD (DD or Online payment), Supporting documents (Hard copy or Online attachments) will be rejected.</p>
24.	<p>Any person/ agency/ organization who/, which was agent to the Company in the past and defaulted in payment of contract amount, is disqualified from participating in this auction cum tender.</p>
25.	<p>The bids /offers made under this auction cum tender shall be valid for a period of three months. The bidder shall not withdraw or revise the tender during this period. In case of bidder revises or withdraws his tender during this period, the EMD/security deposit remitted by him shall be forfeited in addition to other remedies open to the Company in respect of loss which may be caused due to such withdrawal of alteration.</p>
26.	<p>Exit clause: Both the parties i.e., successful licensees as well as ACTSL, shall be at liberty to terminate any agreement as a result of this tender, after expiry of one year after giving advance notice of 3 months or payment of the license fee for the notice period in lieu thereof. ACTSL may, however, terminate the license at any time in compliance with orders/directions of any authority competent to issue such direction to ACTSL. The licensee shall not be entitled to claim any compensation, relief, damages from ACTSL, except the right to remove equipment installed by him and refund of security deposit, advance license fee paid by him.</p>
27.	<p>The licensee is also authorized to use community radio in all the buses based on this regard will be borne by the licensee & he will maintain the radio, equipment, accessories & operate the same, Any defect has to be rectified within a maximum period of three days, failing which a penalty as deemed fit by MD(ACTSL) will be imposed as daily basis upon the licensee.</p>
28.	<p>All communications to the successful bidders/ licensees through email/ fax/ letter/SMS to their contact details given in the tender form and agreement shall be deemed as valid for any purpose under this tender.</p>
29.	<p>The advertising agent shall bring all equipments and materials for fixing the display of advertisement on backside of driver seats, passenger seat back, grab handles, LCD panels of all the buses allotted at their cost. The display/ branding of the advertisement should be only on the specified area inside 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 and operate the same and also to remove the advertising materials on</p>

	expiry of the contract period.
30.	The successful licensee shall comply with all rules and procedures obtaining in the local territorial limits, in which the business is carried on and shall pay service tax and all the taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out display of advertisement on buses.
31.	The licensee shall not terminate the license prematurely within the first year of license. In case the licensee proposes to terminate the license within the 1 st year of license, the entire security deposit will be forfeited. After completion of one year of license, the license can be terminated with the prior notice of 3 months.
32.	The successful licensee 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 beyond the space specified for display of advertisement.
33.	The successful licensee 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. ACTSL 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.
34.	The successful licensee shall fix the advertisement inside the buses only during the period when the buses are kept idle or when it is not under operation at the Depot. The licensee shall have no right to detain the buses for the purpose of display of advertisement.
35.	The successful licensee shall submit the content of the advertisement to Service Manager before display of advertisement for his approval. The Service Manager shall have a right to reject either whole or part of the advertisement, if the advertisement is objectionable and against the interest of the Company 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 Service Manager within one week for scrutiny and return. Licensee to furnish details of other displays made by him to ACTSL for scrutiny and record on monthly basis.
36.	No advertisement shall be displayed inside the buses without the prior approval of the Service Manager. Advertisement should also be displayed in Hindi.
37.	The Service Manager concerned shall have the right either to reject the advertisement or to ask for modification, if in his opinion, the advertisement would be detrimental to the policy/ interest of the Company/ Government/ Public interest.
38.	The successful licensee shall have to obtain a certificate or permission or license as may be necessary or required from the concerned authorities of Central Government/ State Government Local body for display of advertisement.
39.	The successful licensee 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.
40.	The Company reserves the right to allow or disallow entry of the successful licensee or any person authorized by the advertising agent to enter into any Depot or premises.
41.	The successful licensee shall be liable for the damages caused to the buses in the course or

	display advertisements on buses or in the course of removing the advertisements from the buses.
42.	The successful licensee shall furnish information that may be required by the Company from time to time connected with the business of display of advertisements inside the buses.
43.	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 07 days in a month, the licensee shall be entitled for proportionate reduction in the license fee for such period exceeding 07 days in a month. The Officer in charge of Commercial Revenue shall authorize any such reduction, after due verification.
44.	The successful licensee is responsible to remove the advertisement from the buses after completion of the period of display of such advertisement. In case the advertising agent fails to remove the advertisement from any bus after the completion of the period of license, the Company shall have the right to remove such advertisement/ advertisement material and to dispose off the same or as it may feels fit and proper. The Company shall retain the proceeds of the material so disposed. The advertising agent shall reimburse the costs involved in removing such advertisement material or Rs. 500/- per bus whichever is higher.
45.	The Company is not liable to pay compensation in case of death or injury (simple/ grievous) caused to any person engaged by the successful licensee for display of advertisements on its buses. The successful licensee is liable to bear all expenses and for payment of compensation in such cases.
46.	The total space for advertisement on driver seat back is 4 sq feet.
47.	The licensee shall execute supply, install & maintain the grab handles on ACTSL buses with advt rights on grab handles.
48.	The licensee shall properly fit the grab handles & has to strictly abide by the general size of the grab handles & ensure that no inconvenience is caused to the commuters. The number of grab handles in each bus as prescribed in sec. 51 should be strictly maintained. For any unauthorized increase in the number of grab handles, ACTSL has right to levy a penalty of Rs. 50/- per day per bus till the date excess grab handles are actually removed.
49.	The successful bidder should provide 15 grab handles for 60 mini buses, 25 for big buses and 30 each for Non A/c Marcopolo buses by end of 3 rd month and for remaining buses by end of 6 th month. In case of licensee (successful bidder)'s failure, ACTSL will charge licensee Rs. 25/- per bus per month extra.
50.	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 issuance of ID certified by ACTSL.
51.	In case successful bidder needs space at any depot to place servers and other equipments, it will be provided on chargeable basis as per availability.
52.	The Managing Director of ACTSL, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.
53.	In case of any dispute or differences arising on the Terms and conditions of the tender or contract as the case may be the Licensee may apply for Arbitrator under Arbitration and Conciliation Act 1996, where MD shall nominate his nominee (Employee ACTSL) not below the rank of Service Manager where the decision shall be final binding on both (Contractor and ACTSL Contractee) subject to the provisions of Arbitration & Conciliation ACT 1996. The decision of the Managing director, ACTSL shall be final and binding on both

	the parties.
54.	ACTSL reserves the right to increase or decrease the quantity up to 25% of the tendered quantity as per the requirement.

**Managing Director
Allahabad City Transport Services Limited**

ANNEXURE-I

Advertisement on buses

ACTSL provides Bus side panels and back panels for putting advertisement by the interested companies/organisations. The rates for the display of Advertisements on ACTSL Buses are as follows:

Size of the Pannel Bus-wise:

ACTSL	Marcopolo Buses	Kamal Buses	Mini Buses
Front Right Pannel	Nil	Nil	Nil
Middle Right Pannel	63.68 Sqr ft.	47.31 Sqr ft.	35.81 Sqr ft.
Rear Right Pannel	NIL	32.76 Sqr ft.	22.36 Sqr ft.
Back Pannel	Nil	25.33 Sqr ft.	10.83 Sqr ft.
Back Above Glass Pannel	Nil	06.60 Sqr ft.	06.08 Sqr ft.
Roof Round Right	37.50 Sqr ft.	Nil	Nil
Roof Round Left	37.50 Sqr ft.	Nil	Nil
Left Front Pannel	Nil	05-.38 Sqr ft.	04.38 Sqr ft.
Left Middle Pannel	21.88 Sqr ft.	16.38 Sqr ft.	22.92 Sqr ft.
Left Rear Pannel	36.24 Sqr ft.	43.15 Sqr ft.	24.67 Sqr ft.

TENDER NOTICE FOR SELECTION OF AGENCY FOR SOLE ADVERTISEMENT RIGHTS ON THE BUSES OF ALLAHABAD CITY TRANSPORT SERVICES LTD, ALLAHABAD

This tender is for the selection of advertising agency/advertiser for display of sole advertisement rights on buses of Allahabad City transport Services Limited, Allahabad on their bus external and internal panels, backside panels of driver seat, passenger seat back, grab handles, LCD/LED panels inside the buses. The total no of buses available for the advertisement will be available under package 01- 60 Mini buses, package 02- 60 big buses and package 03- 10Marco polo (Non AC) buses. The contract period for successful licensee shall be for two year, extendable by one year at a time for a Maximum period for 3 years. The tender form shall be available at website or from the office of Regional Manager U.P.S.R.T.C, Allahabad on payment of Rs. 1000.00 (One Thousand only) Cash/Bank draft payable at Allahabad from 27-12-2011 to 02-01-2012 till 17:00 hours.

The Completed tender forms along with stipulated Earnest money deposit will be deposited at Regional Managers office Allahabad 25, Sardar Patel Marg , Allahabad latest by 04-01-12 Upto15.00 hrs only. The bid documents will be opened by the Tender Committee on 05-01-12 at 15.30 hrs in presence of the tender bidders in the office of Regional Manager Allahabad 25, Sardar Patel Marg Rajapur, Allahabad. The tender document & earnest money details with terms and condition shall be mentioned in the tender form purchased. For the enquiries regarding for tenders kindly contact Mr R.R Prajapati Asstt Regional Manager (F) Mobile no. 9415049744 or Ajay Srivastava Mob No. 9415115323. Tender document may also be downloaded from upsrtc.com website. (Jaideep Verma)

Managing Director

Allahabad City Transport Services Limited, Allahabad(ACTSL)



ALLAHABAD CITY TRANSPORT SERVICES LTD, ALLAHABAD
25, Sardar Patel Marg Rajapur, Allaahabd