



Calcutta State Transport Corporation

[www.cstc.org.in](http://www.cstc.org.in)

**No: 1767 -CSTC/B-2/14-15/ BST/Part I**

**Dated: 18.07.2016.**

**Notice Inviting EOI(2<sup>nd</sup> Call)**

Calcutta State Transport Corporation intends to select one or more bonafide Advertisement Agency for display of Advertisement on the selected portion of Glass Pane (as shown in annexed design) on the outside of 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer-Tata Motors (Marcopolo) , procured by CSTC under Extended JnNURM Scheme.

Sealed Bids, as per conditions mentioned in the “EOI Documents” are, therefore, invited from the bonafide/resourceful/competent agencies/companies having experience in undertaking such job.

EOI Documents will be available in **wbtenders.gov.in** and **cstc.org.in**. Cost of Tender document has been fixed as Rs. 1000 (Rs. One thousand Only) payable by an Account Payee Bank Draft (Non refundable), on any Nationalized Bank, at Kolkata drawn in favour of “Calcutta State Transport Corporation”. The Bank Draft is to be submitted with Technical Bid also required to be furnished physically.

For further details, intending applicant(s) may contact the Deputy Managing Director, 5, Nilgaunje Road, Kolkata 700056 during office hours.

Sd/-

Managing Director  
Calcutta State Transport Corporation

**HQ:** 5 Nilgunge Road, Belgharia, Kolkata 700 056. Phone: (+91 33) 2553 3014-15  
Fax: 2544 3607, 2553 3017, E-mail: casttrco@gmail.com

**CTO:** 45 Ganesh Chandra Avenue, Kolkata 700013, Phone (+91 33) 2237 1212-13, 2237 6576,

Fax: 2236 4477, Traffic Control Room Phone: 2236 0462-63/1916.

**No.: 1767(30) -CSTC/B-2/14-15/ BST/Part I**

**Dated: 18.07.2016.**

Copy forwarded for information to:

- 1) Hon' ble Chairman, Calcutta State Transport Corporation.
- 2) Principal Secretary, Transport Deptt. Govt. of West Bengal, Paribahan Bhaban, 12, R.N. Mukherjee Road. Kolkata-700001.
- 3) Financial Advisor, Transport Deptt. Govt. of West Bengal, Paribahan Bhaban, 12, R.N. Mukherjee Road. Kolkata-700001.
- 4) R.K.Maity I.A.S. Commissioner, Transport Deptt. Govt. of West Bengal, Paribahan Bhaban, 12, R.N. Mukherjee Road. Kolkata-700001.
- 5) The Deputy Managing Director.
- 6) The Director of Operations.
- 7) The Chief Accounts Officer-cum-F.A.
- 8) The Chief Mechanical Engineer.
- 9) The Controller of Stores & Purchase.
- 10) The Works Manager, Central Workshop.
- 11) The Sr. Law Officer.
- 12-22) The Depot Manager, BD/PD/MD/SLD/KD/GD/LD/TD/TPD/HD/ND.
- 23) The Sr. Engineer(Civil).
- (24) The Discipline Officer.
- 25-26) The Administrative & Personnel Officer, Head Quarters/CTO.
- 27-28) The Chief Cashier, Central Cash/CTO.
- 29) The CA to Managing Director.
- 30) Notice Board.

Sd/-

Deputy Managing Director  
Calcutta State Transport Corporation

**EOI DOCUMENT**  
**F O R**  
**LICENCE FOR DISPLAY OF ADVERTISEMENT ON THE**  
**SELECTED PORTION (OUTSIDE) OF NON A.C SEMI LOW**  
**FLOOR (400 mm ) SEGMENT BUSES Manufacturer- TATA Motors**  
**(Marcopolo) PROCURED**  
**UNDER EXTENDED JnNURM SCHEME**

**Issued by**  
**Calcutta State Transport Corporation**  
**HQ: 5 Nilgunge Road, Belgharia, Kolkata 700 056.**  
**Phone: (+91 33) 2553 3014-15**  
**Fax: 2544 3607, 2553 3017, E-mail: casttrco@gmail.com**  
**Website: [www.cstc.org.in](http://www.cstc.org.in)**

## GENERAL CONDITIONS:

The EOI document consists of Technical Bid and Commercial Bid in the prescribed form. The BIDDER shall furnish Two Bids namely, (a) Technical Bid (b) Commercial Bid electronically through [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and also submit true copy of Technical Bid along with other documents in sealed cover physical within stipulated date and time.

The Technical Bid shall be short listed to ascertain the eligible BIDDERS and then offer containing the Commercial Bid in respect of eligible Bidders (having found technically qualified) shall be opened for further processing on the specified day as mentioned in the EOI documents.

Only one participant representing each Bidder will be allowed to participate during the opening of EOI.

## 2. INSTRUCTION TO THE BIDDERS FOR SUBMISSION OF EOI

### 2.1 PURPOSE & OBJECTIVE OF EOI:

a) The EOI invited is for granting license for display of advertisement to one or more agencies.

b) Display of advertisement shall be restricted to selected portion of glass panel (as specified in the drawing) on the outside of the 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors (Marcopolo) by pasting one way look – through transparent Vinyl film.

**c) Available space for each 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors (Marcopolo) will be around – 19.675 square meter.**

**Upper fixed part of window glass. (Please refer to attached drawing)**

d) NUMBER OF BUSES AVAILABLE FOR ADVERTISEMENT: 120 (One Hundred Twenty) (This number however may vary)

## 3. LICENSE FEE AND PERIOD OF LICENSE:

a) In the EOI offer, the Bidders shall quote the amount in absolute term applicable per bus per month. The offered rate shall be exclusive of taxes, service taxes, fees, charges etc. payable to the local bodies, State Government, Central Government etc. as may be required under law for the display of advertisements.

b) On acceptance of the rate CSTC shall require an affidavit from the selected bidder/agency that the agency shall deposit during the period of contract the entire amount determined for all buses taken together per month in advance within five working day of every month.

c) Non payment as per above clause shall be construed as breach of contract and penal measures shall be taken against the defaulting agent.

d) The agency selected shall require to take at least 20 (twenty) buses for a period of minimum 12 months.

e) The highest rate offered and accepted per bus per month shall be treated as the minimum license fee and CSTC shall be at liberty to issue license in favour of any agency who may apply for the same and accepts all terms and conditions as laid down hereunder.

Note: Sketch of approximate glass pane area and body available for advertisement has been enclosed herewith.

**BIDDER may inspect the 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors (Marcopolo) at their own cost, at different depots of CSTC, after taking permission from The Managing Director, CSTC, or his authorized officer, to have an idea about the space available for advertisement, as mentioned in the EOI document, before submitting their EOI.**

#### 4. SUBMISSION OF BIDS :

a) The BIDDER shall **furnish both the Bids, viz a) Technical Bid & b) Commercial Bid electronically**. In addition to the same, it shall also be compulsory to submit in sealed cover the true copy of the Technical Bid along with EMD, cost of document etc. duly superscribed with NIT Number and subject on the cover.

b) The prescribed format for **Technical Bid** is given in the Schedule – I and for **Commercial Bid** in Schedule – II shall be followed. The Technical Bid will be opened first. The Technical bids shall be examined and short listed to ascertain the eligible BIDDERS and the Commercial Bids only in respect of successful Bidders who have been declared as technically qualified shall be opened for further processing on the date mentioned for this purpose in the EOI documents. Determinations of technical bids to have technically qualified shall vest within the exclusive jurisdiction of CSTC and CSTC shall not be liable to explain its decision in this regard.

c) BIDDERS are requested to go through the terms and conditions thoroughly before filling in the Technical bid and the Commercial bid. The language of the EOI shall be English.

d) In the Technical bid, **the details of the Advertising firm, number of workers employed etc. should be furnished clearly.**

e) During the examination of the EOI by the Evaluation Committee, if it is found that there is any fault, the EOI will be liable to be rejected.

f) The firm **should have the experience and satisfy all the terms and conditions as contained in the pre-qualification clause (enclosed in the annexure).**

g) **CSTC does not bind itself on accepting the highest tender and reserves the right to reject any/all tender without assigning any reason. Number of buses being allotted to any agency may be exclusively determined by CSTC.**

h) If the successful BIDDER fails to deposit performance security and execute agreement within the scheduled time, the **Corporation will forfeit the EMD and this will also authorize the Managing Director, CSTC to make other arrangements for advertising work.**

i) In the event of failure to carry out works on the part of the selected agency as per schedule and specification and complying terms and conditions, such failure shall result in the forfeiture of security deposit.

j) The successful BIDDER **shall not assign or sublet the contract or any part thereof or any interest therein to others and on breach of this provision, Managing Director or his authorized officer concerned shall be competent to terminate the contract and also take such remedial measure as he may think fit.**

k) Displaying of advertisement shall be carried out by the successful BIDDER as per the specification given by the Corporation from the date of issuing work order or thereafter and also to the satisfaction of the authorized officials of the Corporation who will have access for conducting inspection.

**l) The BIDDER has to quote his offer for each of 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors ( Marcopolo) per month.**

**No EOI shall be considered unless the declaration annexed as per schedule – I is executed by the BIDDER along with the Technical Bid.**

#### **5. EOI SUBMISSION :**

a) Technical Bid shall comprise of EOI document duly signed on the bottom of every page and Schedule - I (with all annexures duly filled in) along with required documents/instruments.

b) Rate must be quoted strictly in the Format furnished in Annexure of the Schedule – II (Commercial Bid).

c) Each and every page of the EOI including corrections, and overwriting shall be duly signed and attested by the BIDDERS, failing which the EOI offer is liable to be rejected. Incomplete EOI offer will also be rejected

d) Rate quoted be given in figures as well as in words. In case of difference between the EOI amount written in figures and words, the highest quote offered shall be considered as the offer rate for evaluation.

e) On the outer side of the sealed cover containing Technical Bid following words need to be superscribed:

**“DISPLAY OF ADVERTISEMENT ON THE SELECTED PORTION OUTSIDE OF 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors ( Marcopolo) PROCURED BY CALCUTTA STATE TRANSPORT CORPORATION UNDER EXTENDED JnNURM SCHEME”.**

## 6. EOI VALIDITY

**The EOI offer submitted shall remain open and for acceptance by the Corporation, for a period of three months from the date fixed for opening of EOIs.**

### 7.1) EARNEST MONEY DEPOSIT

The EOI must be accompanied by an interest free earnest money deposit (EMD) amounting to **Rs. 1.0 lakh (Rupees one lakh)** in the form of Bank Draft / Pay Order drawn in favour of “ Calcutta State Transport Corporation” Payable at Kolkata. Any EOI not accompanied by the EMD is liable for rejection.

### 7.2) REFUND OF EARNEST MONEY DEPOSIT

The Earnest Money Deposit of the successful BIDDER will be refunded soon after the payment of prescribed **security deposit** and on execution of agreement with the Calcutta State Transport Corporation. The Corporation shall, however, have no objection in making adjustment of the Earnest Money Deposit of the successful BIDDER with the amount of security deposit to be made by him, if specifically requested by the successful BIDDER.

The Earnest Money Deposit of the unsuccessful BIDDER will be refunded after 30 days from the date of awarding the work to the successful BIDDER without any interest.

### 7.3) FORFEITURE OF EARNEST MONEY

The Earnest Money Deposit made by the BIDDER is liable to be forfeited without any prior notice under one or more of the following circumstances:

- a) If a successful BIDDER withdraws his offer after final acceptance of the EOI
- b) If the successful BIDDER fails to make payment of the security deposit / advance licence fee within the stipulated time.
- c) If the successful BIDDER fails to execute the agreement in proper manner within seven days from the date of issue of the letter of acceptance.
- d) If the successful BIDDER fails to comply with any clause which he requires to act upon and comply with as per the terms and conditions of this EOI.

## 8. SECURITY DEPOSIT

i) The security deposit shall be of Rs 5 (five) lakhs or three months license fee, whichever is higher. The successful bidder shall deposit the Security Deposit in the form of Revolving Bank Guarantee within 30 days of intimation of acceptance of bid by CSTC, and thereafter execute an agreement with CSTC.

ii) If the successful BIDDER fails to remit Security Deposit as determined within the schedule period and subsequently fails to execute the agreement or violets any of the conditions of the agreement as executed during the period of contract, CSTC shall be at liberty to forfeit EMD/security deposit as the case may be.

The EMD and security deposit shall not carry any interest.

## 9. IMPORTANT INFORMATION FOR APPLICATIONS:

Serial No.	Description of Scheme/item	Details of Information
1.	EOI Notice No.1767 CSTC/B-2/14-15/ BST/Part I Dated: 18.07.2016.	To be published in <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> and <a href="http://www.cstc.org.in">www.cstc.org.in</a> with intimation in daily newspapers.
2.	Name of the Scheme	Display of advertisement on the upper fixed window glass of 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors ( Marcopolo)(120 nos.) procured by CSTC under Extended JnNURM Project.
3.	Earnest money deposit	Rs 1.0 lakh (Rupees one lakh) payable by a Demand draft / pay order drawn on any Nationalised Bank at Kolkata in CSTC for each bid.
4.	Cost of EOI Document	Rs. 1000/- (Rupees ONE THOUSAND) only, payable by Bank draft/ pay order as mentioned in preceding row.
5.	Pre-bid queries by e-mail	26-07-2016 up to 1-00 P.M. at <a href="mailto:castrco@gmail.com">castrco@gmail.com</a>
6.	Pre-bid Meeting	26-07-2016 at 3-00 P.M. at H.Q.
7.	Start of technical and financial bid uploading both electronically and physically	26-07-2016 from 4-00 P.M.
8.	Last date and time of submission of Bids both electronically and physically	02-08-2016 upto 1:00 P.M.
9.	Opening of technical Bids and its evaluation	02-08-2016 after 1:45 P.M at H.Q.
10.	Opening of Financial Bids	02-08-2016 after 2:45 P.M.at H.Q.

## 10. OTHER TERMS AND CONDITIONS:



- a) The Licensee shall furnish the program for fixing/fitting of advertisement on the buses allotted to the agency at least 7 days in advance to enable the corporation to keep vehicles ready.
- b) The schedule of such fixing/fitting of advertisement should not disrupt the normal operation of such vehicle. All materials connected with the fixing/fitting of advertisement shall be taken inside the depot only with gate pass duly signed by depot officials.
- c) The work relating to display of advertisement shall be made in the premises of the Corporation's depot where the vehicles intended for display are attached and ENTIRE JOB shall be done in the presence of depot officials nominated for the purpose during night time only under their direct supervision. The buses shall not be allowed to be taken outside the depot for any of type work in connection with display if advertisement.
- d) Authorization of persons employed for purpose of fitting/fixing/display of advertisement shall be furnished by Licensee in advance to issue entry passes to allow them inside depot.
- e) No material and other resources of CSTC such as tools, labour etc. shall be provided to the Licensee by the Corporation for the purpose of displaying the advertisement, maintenance, repair and removal of advertisement matters on and from the buses.
- f) The Licensee shall ensure full safety, security for the men and material of the licensee and licensor during the time of work for FIXING/ displaying of advertisement on the buses and the Licensee shall not cause any inconvenience to depot function during the time of such work.
- g) Maintenance of advertisement materials placed on the buses and any defacement/removal/cleaning shall be executed by licensee at his cost. Under no circumstance lack of maintenance of the same shall be allowed to cause discredit to the image of the Corporation. If, the Licensee does not comply with the said requirements of maintenance norms, the contract agreement shall be suspended or ceased after issue of notices. No bus shall be allowed to be taken outside the depot for the maintenance or removal of advertisement materials placed on the buses.
- h) Repairs or removal and cleaning of advertisement materials shall be attended immediately on issue of notice by the Corporation within 7 days and if however such work is not attended by Licensee within stipulated time such advertisement materials shall be removed from the bus without intimation to the Licensee and the Licensee shall not be entitled to get any compensation on that account of such removal. On the contrary, cost of such removal and cleaning of pans shall be realized from the Licensee.
- i) In cases when the display board is damaged due to external force like accidents etc, the licensee will be permitted, on application to the Corporation,

to replace the same by fresh one for the remaining period of the license. The Corporation, however, is not liable to compensate the licensee for any loss arising out of non-display of advertisement on any of the buses allotted to the licensee for any period of time due to any reason.

j) All works related to display, maintenance, repairs and removal of advertisement display will be allowed during night hours, i.e. between 22.00 hrs and 04.00 hrs.

k) The Licensee shall ensure the full and complete removal of advertisement material immediately on the expiry of license without causing any damage to the bus body and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the bus body during removal of advertisement materials by the licensee, the cost of such damage as decided by the Corporation shall be final in this regard and shall be borne by the licensee. However, if the advertisement materials are not removed within 24 hours after expiry of the license period, double the license fee on pro-rata basis shall be borne by the licensee. CSTC reserves the right of removing and disposing of such display at its own direction. Cost of removal of advertisement Board content as determined by CSTC shall be initially and immediately realized from security deposit/ advance license fee and the remaining amount, if any, shall be charged to the licensee for remittance to CSTC.

l) The licensee shall obtain a certificate from the competent authority of the corporation for having fitted the advertisement materials in the buses immediately after the erection work is fully completed in order.

m) The licensee shall also submit a monthly statement showing the details of advertisement fitted/ removed fleet wise, day wise on or before the 10th of every month to the licensor.

n) It shall be sole responsibility of the licensee to obtain all necessary permissions, orders etc. from the statutory authorities in matters concerned with display of advertisement.

o) The licensor shall not be responsible for loss of any advertisement materials during the period of license and it is the full responsibility of the licensee to watch the advertisement materials periodically. No remission or deduction shall be allowed from the license fee for the loss of advertisement panels. CSTC will hand over the buses in "as is where is" condition only, at the time of commencement of the contract. The licensee is liable for maintenance and rectification of defects during the period of agreement, at his own cost.

p) The licensee shall not alter, reduce or increase the size of advertisement area. In the event of such increase or decrease than the allotted size the contract will be terminated and such termination will cause forfeiture of security deposit, license fee and the firm will be blacklisted in such case.

q) The fixing/fitting of advertisement should be such that it will not disrupt the normal movement of passenger doors and windows. All the electronic destination boards should be visible totally after fixing the advertisement.

## **11. TEXT / PICTURE OF THE ADVERTISEMENT**

11.1 The licensee shall obtain prior approval of the text/ picture of the advertisement to be displayed.

11.2 The licensee shall not display any advertisement which:

- a) Carry immoral or obscene picture or words.
- b) May cause nuisance to public
- c) May hurt the sentiments of any section of public.
- d) May defame any international/ national representation representatives/ leader/ flag/ emblem etc.
- e) Are prohibited by any Act, Law, Rules, Regulations of Central and State Governments, Local and other statutory bodies.
- f) Are of hazardous nature to the public.
- g) Contain information which may be considered as provocative.
- h) Contain information against the Governments, Public Sector undertakings and may be found as against the general policies, and principles of public order and governance.
- i) CSTC reserves the rights to withdraw /deface any advertisement, if it is considered necessary in the context of the aforesaid matters.
- j) Obtaining prior permission from CSTC will not relieve the responsibility of the licensee for the advertisement contents.

## **12. OTHER CHARGES**

The licensee shall pay all the taxes inclusive of service tax, levies, duties, fees etc payable to the concerned authorities, from time to time and produce documentary evidence in respect of compliance of the above to CSTC, periodically. The license may be renewed only after production of evidence for up-to-date payment of such charges to authorities and subject to observance of other terms and conditions.

## **13. RESTRICTIONS ON SUB-LETTING / PLEDGING/ TRANSFER/ CREATION OF CHARGE.**

The licensee shall not pledge, sublet, sub contract, sell, transfer, create charges and dispose to any other agency/ body/ person. Otherwise the right of display of the advertisement covered under this contract will be cancelled The letter of acceptance or the work order issued by CSTC should not be used for any other purpose including Bank Loan, Security or for any other financial transaction purpose.

## **14. PERMISSION FROM AUTHORITIES:**

It is the sole responsibility of the licensee to obtain all necessary license /permissions /approval /orders etc. from the Government bodies, statutory authorities for all the matters concerned with advertisement, covered under this EOI under license fee.

## **15. LOSS OF PROPERTY:**

CSTC will not be responsible for loss of any property relating to the display of advertisement on the buses due to any reason including theft, breakage, damage,

accident, agitation etc. It is the full responsibility of the licensee to arrange for security /supervision in this regard and CSTC is not responsible for loss due to any reason. No remission or deduction shall be allowed from the license fee for the loss of such materials.

#### **16. THE AGREEMENT:**

The letter of acceptance will be issued by CSTC in duplicate for service and return of the acknowledgement copy in token of acceptance of the terms and conditions laid down.

The successful BIDDER(s) on accepting the above letter shall arrange to remit the security deposit along with the advance license fee besides executing the contract agreement, within 30 days from the date of receipt of letter of acceptance and permission.

The following documents shall be deemed to form and be read and construed as part of agreement.

- a) The Agreement.
- b) The letter of acceptance for the payment of advance license fee, security deposit and execution of contract agreement.
- c) Acknowledgement letter from the successful BIDDER.
- d) The EOI schedule.
- e) The successful BIDDER after signing the agreement will henceforth be known as licensee for this license.

#### **17. LICENSE FEE PAYMENT:**

a) Upon compliance of relevant terms and conditions a license authorizing the selected agent(s) to carry out the advertisement job as stated hereunder shall be issued by CSTC.

The contract period for the job shall be 1(one) year, which may be renewed further on annual basis subject to the satisfaction of the CSTC regarding performance of the Agency during the tenure of original Agreement. In case of renewal of the Agreement CSTC will be at liberty to incorporate new conditions/modify any of the existing conditions, as deemed fit, in consultation with the selected Agency.

**b)** The licensee fee shall be paid in the form of Demand Draft in favour of **Calcutta State Transport Corporation** payable at Kolkata on any Nationalized or Scheduled bank.

c)The license fee, statutory levies, service tax etc. if not paid at the specific time, the contract will be liable to be terminated automatically with the forfeiture of security deposit and the license awarded will automatically be deemed to have been withdrawn by CSTC. The service tax is to be paid to CSTC along with every licensee fee as per rate applicable.

d) An interest @18% shall be charged for the delay in remitting license fee to the Corporation in case where such delay has been allowed.

#### **18. INSURANCE COVERAGE:**

The licensee at his own cost may arrange for insurance coverage of advertisement towards loss due to accidents, theft, natural calamities etc.

**19. PAYMENT OF TAXES, FEES, CHARGES, ETC:**

a) The licensee shall pay all taxes, fees, charges etc. demanded by local bodies, State Government, Central Government or any other authorized statutory bodies etc. from time to time without any arrears thereof outstanding. If the licensee fails to do so, the license granted will be terminated immediately and the right of the licensee to display advertisement on the buses allotted to him shall be cease forthwith having no compensation whatsoever for the purpose for the licensee. No adjustment of accounts of any kind shall be allowed towards payment of taxes, fees, charges etc. mentioned above.

b) The licensee shall produce the receipts of payment in original as evidence for having paid all taxes, fees, charges, levies etc. as per demand made by concerned statutory bodies and hand over a photo copy of the same to the Corporation at the time of remitting the said amount, failing which the Corporation shall be at liberty to terminate the license forthwith with no compensation to the licensee.

**20. CANCELLATION OF PERMISSION:**

The licensor shall not be responsible for any discontinuance of advertisement on the buses under the deed caused under instruction of the State and Central Government or due to the policy decision taken by the Board of Directors of the Corporation or by introduction of new statutory provisions. In the event of such discontinuation, the CSTC shall arrange to refund the security deposit by the licensee within 30 days from the notice of such cancellation after deducting any dues payable to the corporation by the licensee and on pro-rata basis of usage/display on the bus panel for advertisement.

**21. INSOLVENCY OF THE LICENSEE OR NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF THE LICENSEE:**

If the licensee is found to have committed any act of insolvency or adjudged insolvent or any order for compulsory winding up is made against them or any effective resolution for winding up voluntarily or subject to the supervision of the court or if the licensee shall suffer execution to be issued or shall suffer any payment under this deed to be attached or shall charge or encumber this contract or any payments due or which may become due to the CSTC hereunder, or compound with their creditors or if the licensee fails to observe and perform any of the obligations, covenants or deed on their part herein contained or if the licensee shall go into liquidation, then on all or any of such events happening, it shall be lawful for the CSTC without any notice, to determine this license and take possession on behalf of license of all equipments and commercial venture advertisements displayed under this deed and the same shall become property of the CSTC to recover all sum then due hereunder and damage in respect of any breach or default on the part of licensee.

**22. NOTICE OF TERMINATION OF AGREEMENT:**

The agreement may be terminated without any notice and compensation to the licensee in any of the following cases:

- i) If during the period of agreement, the licensee makes default in paying the amount payable to the CSTC, as per provisions made under this deed.
- ii) If the licensee fails to observe and perform any of the terms, obligations and conditions herein contained and on their part to be observed and perform then in all or any of such events. It shall be lawful for the CSTC to call upon the licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions or if the licensee fails to pay the prescribed license fee statutory duties/ taxes etc. within the prescribed due dates, the contract may be deemed to be cancelled automatically without further notice.
- iii) if the licensee is found to have been black-listed either in the past or during the permission given by State/Central Government or Government undertaking, all deposits including any display of advertisement on the buses shall be recovered by CSTC with no compensation to the licensee in the event of all above.

### **23. FINAL DECISION IN MATTER OF DISPUTE:**

The decision of the Managing Director of this Corporation shall be final and binding the Licensee in any matter of dispute. Any breach of the terms and conditions of the agreement by the licensee shall cause immediate termination with forfeiture of all rights, titles, privileges, etc. the decision of CSTC shall be final in this regard.

### **24. ARBITRATION**

- a) The dispute /differences between the CSTC and the licensee under the agreement shall be referred to the sole Arbitrator, the Chairman of Calcutta State Transport Corporation and the proceedings shall be in accordance with the Arbitration and Conciliation Act and the Arbitrator's decision /order shall be final and binding on the both of parties. In case of dispute the Courts within the city of Kolkata shall be jurisdiction.
- b) The rights, privileges hitherto enjoyed by licensee shall be deemed to have been taken over by Calcutta State Transport Corporation immediately on expiry of the contract carried for the Advertisement on the buses.
- c) CSTC reserves right to alter the number of buses and routes allotted to the licensee during the contract period. In case of any augmentation the licensee fee will be calculated based on the total no buses actually covered.

## **SCHEDULE – 1 TECHNICAL BID**

(To be submitted physically also in a separate cover along with EMD)

## **ANNEXURE – I**

LICENCING FOR DISPLAY OF ADVERTISEMENT ON THE SELECTED PORTION OUTSIDE OF 400 mm Semi Low Floor segment Non-AC Buses, Manufacturer- TATA Motors ( Marcopolo) BY CALCUTTA STATE TRANSPORT CORPORATION UNDER EXTENDED JnNURM SCHEME.

The BIDDER should have the following pre-qualifications (Please enclose authenticated copy of valid documents in support of each of the items) :

1. Status of the BIDDER should be a registered establishment with valid Certificate of Registration / SSI Certificate issued by the Competent Authority.
2. The BIDDER must have sufficient experience in the field of Advertisement on the basis of valid authorization issued by the Competent Authority for at least **3(three) years**, with annual turnover of at least Rs 5.0 lakh (Rupees five lakh only) (average) for successive 3 years.
3. The BIDDER must be financially solvent and capable of making necessary Security Deposit in respect of the buses for which the offer will be submitted against the EOI.
4. The BIDDER must have the Permanent Account Number (PAN) issued by the Income Tax Department.
5. The BIDDER must have valid Professional Tax Clearance Certificate issued by the Competent Authority.

Signature of the BIDDER

Date :

Name:

Seal:

## **ANNEXURE – II**

### **DECLARATION**

(To be enclosed in the Technical Bid)

I/We

.....  
.... hereby offer to undertake execution of the work for display of advertisement on the specified space outside and inside the 400 mm Semi Low Floor segment Non-AC Buses, (Manufacturer- TATA Motors, Marcopolo) Segment buses procured by the Calcutta State Transport Corporation under Extended JnNURM Scheme in accordance with the conditions laid down in EOI and the conditions hitherto annexed apart from the conditions as may be agreed to between the Corporation and the successful BIDDER at the license fee rate offered by me/us as per the terms in the schedules attached to the EOI.

I/We agree to the conditions as specified in the EOI documents.

I/We enclose the demand draft/pay order for Rs .....(Rupees ..... ) drawn on ..... Bank being EMD.

I/We am/are fully aware of the terms and conditions specified in the EOI schedule.

I/We agree that the Corporation shall not be bound to recognize any person other than me/us as having any interest in the contract and is at liberty to terminate the contract at any time if it appears that this declaration is not in conformity with the document and information furnished.

I/We agree that acceptance of this EOI within the prescribed time schedule shall constitute as valid terms and conditions and in accordance with the specification and details refer to above.

I/We further agree to comply with the terms and conditions of the contract that may be awarded to me/us on the basis of this offer and in the event of my/our failure to comply with the same during the period of contract I/We authorize the CSTC to forfeit the EMD remitted, and take other punitive measures, if any.

DATE

Signature of the Bidder

Address and office seal

**ANNEXURE – III**

**TECHNICAL BID FORMAT**

**1. EOI reference no. :**



2. Details of bank draft no., date deposited towards earnest money :
3. Name and style of advertisement agencies :  
Enclose copy of registration certificate, (If applicable)
4. Full address of advertisement agencies:
5. In case of partnership, state the name and address of all partners:
  - a) Quote the partnership registration number and the date of registration of the firm.
6. In case of sole proprietorship, state the name with address:
7. State the year when the business or the firm has been established:
8. a) Has the BIDDER any previous experience for advertising services :
  - b) If so, please mention the details.
9. a) Have you any experience for display advertisement ? If so, give details :
  - b) If so, enclose a photocopy of the said certificate Along with the EOI.
10. Mention the no of buses for which you intend to submit the EOI:
11. Mention details of Vat registration no. and enclose a photocopy of Vat clearance certificate :
12. Are you financially solvent and capable of making Security Deposit to the extent required for display of advertisement buses? If so, please enclose financial solvency certificate from bank :
13. a) Are you income tax / P. Tax payer, if so, enclose self attested, photocopy of clearance along with the EOI and quote your PAN :
  - b) Enclose photocopy, self attested, of the last 3(three) years Audited balance sheet. (In case of companies / Transport Agencies / Registered Societies only).

#### **ANNEXURE – IV**

(TO BE EXECUTED ON WEST BENGAL GOVERNMENT Rs 50/- STAMP PAPER)

PROFORMA

## INDEMNITY BOND

This deed of indemnity is executed on ..... day  
of 2016 by M/S  
.....having its  
registered office at ..... (herein after referred to  
as “License”) in favour of Calcutta State Transport Corporation having its  
Registered office at 5, Nilgaunge Road, Kolkata – 700056 (herein after referred  
to as “Corporation”) :

The Licensee shall undertake the work of displaying advertisement on the  
permitted space outside of 400 mm Semi Low Floor segment Non-AC Buses,  
Manufacturer-TATA Motors (Marcopolo) buses on the basis of Letter of  
Acceptance issued by the Corporation vide NO. on the buses under Licensee on  
the terms and conditions set forth in the EOI Document issued by the  
Corporation on

.....  
The Licensee shall indemnify CSTC from any covenant that may arise due to  
filing of a suit or otherwise by other in respect of any matter connected with  
displaying advertisement on the buses.

The Licensee shall indemnify CSTC from any covenant either monetary or  
otherwise that may arise due to damages caused to any person or body of  
persons either in the form of loss of property, loss of life, injury to body, etc.

The Licensee shall indemnify CSTC from any claim by any person or body of  
persons in the matter of wages, salaries, and compensation, due etc in  
connection with any matter covered under this License.

The Licensee shall not pledge, sell, transfer, create charges, and dispose  
otherwise the right of advertisement covered under this deed to any other  
agency.

Signature of the Contractor:

Date:

Address and office seal:

## **SCHEDULE – 2 : COMMERCIAL BID**

**ANNEXURE – I**

To: The Managing Director,  
Calcutta State Transport Corporation  
5, Nilgaunge Road, Kolkata – 700056

Sub: CSTC – EOI for display of advertisement on the body of 400 mm Semi Low Floor segment Non- AC Buses, (Manufacturer- TATA Motors (Marcopolo)) procured by the corporation under Extended J.N.N.U.R.M-1 Scheme.

We have examined the relevant EOI Schedule and quote our offer after accepting the terms and conditions incorporated in the EOI schedule, as hereunder.

We have already enclosed the Demand Draft towards the Earnest Money Deposit of the Technical Bid paid by us as per EOI schedule for an amount of Rs.....(Rupees.....) vide DD No...../dated ..... drawn from ..... Bank.

We undertake, if our EOI is accepted, to pay the security deposit and to sign the agreement as per terms and conditions of the EOI schedule and subsequent conditions as agreed to by both CSTC and ourselves.

We hereby authorize Mr. .... designation as the signing Authority vested with the power of attorney on behalf of our firm.

(Letter with specimen signature is..... enclosed)

We hereby agree to pay the license fee in full as per the terms and conditions of the EOI document on or before the due date.

Yours faithfully,

Signature :

Name :

(In block letter)

Date :

Address :Company seal :

E-mail Id: -----, Phone No. : -----

**ANNEXURE – II**

**COMMERCIAL BID**  
(To be quoted electronically)

<b>EOI No. &amp; Date</b>	<b>Number of buses opted</b> (Minimum 20, multiple of 20 within the available fleet of prescribed category)	<b>Quote in Rs. Towards License Fee per bus per month for both body and glass pane(in figure)</b>	<b>Quote in Rs. Towards License Fee per bus per month for both body and glass pane (in words)</b>	<b>Quote in Rs. Towards License Fee per bus per month for glass pane only(in figure)</b>	<b>Quote in Rs. Towards License Fee per bus per Month for glass pane only (in words)</b>	<b>Remarks, if any</b>

**Condition: Highest quoted rate. :**

Signature:

Name:

(In block letter)

Date:

Address:

Company seal:

E-mail Id: -----, Phone No. : -----