

## Advertising policy for Bus Stands & Workshops of Haryana Roadways:

**1. Scope of the policy:** This policy concerns advertising contracts for all the bus stands & workshops owned by the Transport Department Haryana (Haryana Roadways).

The advertisement contracts for bus stands of Haryana Roadways shall be given by respective General Managers through inviting tenders by giving advertisement in leading News Papers inviting the reputed advertising companies to take up contract for the bus stands/workshops.

While the bus stands, workshops, where there is no advertising contract at present, will come under this policy immediately; the bus stands & workshops where the advertising contract has not yet expired, will come under this policy after the expiry of the contract.

### **2. Scope of advertisements:**

The following type of advertisement boards can be put up in the premises of bus stands:

- |                                  |  |
|----------------------------------|--|
| (i) LCD Projected boards         | (vi) Hoardings   |
| (ii) Scrolling type of advertise | (vii) Wall paintings   |
| (ii) Unipoles                    | (viii) Tree guards   |
| (iv) Glow Sign boards            | (ix) Giving commercial advertisements by installing TV sets. |
| (v) Show frame boards            | (x) Any other acceptable new idea (to be specified)          |

### **3. Selection of sites:**

The Depot Level Committee comprising of GM, TM, WM, AO and a representative of the Head Office should select suitable sites for putting up of advertisements boards as well as type, & size of the boards to be installed. The District Town Planner or his representative should also be included in the committee for selecting the sites, type and size of the advertisements to be put up at the bus stands & workshops. The following points should also be kept in view:-

- No hoardings should be installed in front of the bus stand towards the main road, thereby obstructing the whole view of the bus stand.
- All possible care should be taken to implement the court orders, laws and local bye-laws etc. with regard to putting up of hoardings/advertisement boards etc.
- No hindrance should be caused by the advertisement boards etc. in the proper functioning of the department and smooth flow of traffic.
- The advertisement sites, type and quality of advertisements should be selected in an aesthetic manner so that the advertisements add to the beauty and get up of the bus stand/workshop.
- To ensure that no objectionable advertisements are allowed to be put up.
- Some of the sites may be kept reserved for Road Safety slogans and other Govt. advertisements. The department would be free to put up any other advertisements as required in public interest and the parties to whom the tender is allotted will have no objection for such extra advertisements and they will not be entitled to any compensation, whatsoever, on this account.

The advertising sites selected for putting up of advertisements by the concerned committee would be mentioned in the agreement to be signed between the concerned party and the GM of the concerned depot.

**4. Advertising in the News Paper:** Suitable & attractive advertisements may be designed inviting applications from reputed advertising companies through leading News Papers having wide circulation in Haryana, Chandigarh, Delhi & adjoining areas. A clear 15 days notice should be given for receipt of application.

The terms & conditions and application form should be supplied to the desirous companies/firms on payment of Rs.1000/- with a request on their pad paper.

### **5. Tendering Procedure:**

#### **a) Floating Tenders:-**

A common Notice Inviting Tenders from reputed advertising companies would be put up by the GMs of concerned depot in the leading newspapers. The terms and conditions & application form would be supplied to the desirous companies for Rs.10,00/- (non refundable) from the office of the GM, HR concerned on a written request of the firm on their pad.



**b) Period of Contract:-**

The period of contract would be for three years.

**c) Eligibility criteria for the Applicants:-**

The company/firm should be a registered concern having atleast 5 years' experience in the line.

**d) Earnest Money:-**

Each tender should be accompanied by a demand draft for an amount of Rs.10,000/- (Rs.Ten thousand only) drawn on State Bank of India payable at the HQ of the Depot concerned in favour of the GM, HR concerned towards EMD. Tenders not accompanied by the EMD would not be considered.

The EMD should be returned to the unsuccessful tenderer immediately after the decision and to the successful tenderer the EMD should be returned after signing of agreement, deposit of Bank Guarantee and payment of Ist Quarterly instalment.

**e) Other documents required to be attached with the Tender Application:-**

- i. Attested copies of Registration Certificate of the Company.
- ii. Attested copies of Proof regarding experience in the line for the last 5 years.
- iii. Attested copies of audited Balance Sheets for the last three years.
- iv. Attested copies of Income Tax Returns & Service Tax Returns for the last 3 years.
- v. Attested copies of the PAN number & Service Tax Number of the company.
- vi. Details of the board of directors with their Addresses and Telephone/Mobile Nos. and their date of appointment.
- vii. Attested copy of the ESI Registration Certificate of the company.
- viii. Details of Assets of the company.
- ix. Details of major advertising contracts held previously as well as at present.
- x. The addresses & telephone numbers of the branch offices of the company in Delhi, Haryana & Chandigarh should be given alongwith the names, residential addresses/numbers of the Incharges of the branches.

**f) Separate Technical & Financial Bids:-**

- i) Each desirous company/firm should submit technical as well as financial bids separately. Both the bids sealed in different envelopes indicating 'Technical Bid' & 'Financial Bid' respectively should be enclosed in one big envelop indicating 'TENDER FOR ADVERTISEMENTS ON BUS STANDS & WORKSHOPS OF HARYANA ROADWAYS'. The Financial Bid will be opened only in respect of those companies/firms who qualify in the Technical Bid.
- ii) The company/firm will put up advertisement/boards only in accordance with the sites/types allowed to them in the agreement. However, department will be free to put up additional advertisement as & when deemed proper for which the said company/firm will have no objection.

**g) Mode of payment:**

The tendering company/firm will have to quote lumpsum amount as per scope & space identified in the tender document for all the bus stands of a depot for which tender has been applied. All the bus stands, workshops & bus queue shelters under the control of a particular depot will have to be taken up together. The total amount for the depot allotted to the party will have to be paid to the depot during two years in equal quarterly installments. The quarterly installments will have to be paid 10 days in advance before the start of the quarter. All the payments would be required to be paid in the shape of bank drafts in favour of the General Manager, Haryana Roadways of the depot concerned and payable at depot headquarter.

**h) Bank Guarantee:-**

The selected firm would have to submit a bank guarantee for an amount equivalent to the payment due for one quarter valid for atleast three months after the expiry of the contract. The company will also sign an agreement with the GM of the depot concerned.



**i) Delay Penalty:-**

A delay penalty of Rs.500/- (Rs.Five hundred only) per day for delay in payment of every quarterly installment would be charged without prejudice to the right of the department to forfeit the bank guarantee and cancel the contract. If the delay exceeds one month the contract can be cancelled forthwith.

**j) Allotment of tender:-**

The tenders received would be examined by the Depot Level Committee and the tender would be allotted on merits.

The past dealings/reputation of the company/firm with Transport Department or any other Govt. Departments/Undertakings will be taken into consideration before allotting the work. The Department can accept or reject any tender without assigning any reason.

**6. Other Terms and Conditions:-**

- i) **Quality of Advertisement Boards:** The advertisements should be of very high quality and colours. Perfectly these should be prepared by pasting printed vinyl sheets on rust free sheets.
- ii) **Lighting of the advertisement boards:** The firm will have to bear the electricity charges for lighting of the advertisement boards on actual basis.
- iii) **Replacement of spoiled boards:** Any advertisement boards 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 advertisement boards at the cost and risk of the contractor company/firm.
- iv) **Advertisements with approval of GM:** All the advertisements would be displayed with the approval of the General Manager concerned in accordance with the sites/types allotted to the contractor company/firm. Any advertisement found objectionable by the department would not be allowed.
- v) **Advertisements not allowed:** No advertisements relating to intoxicants, liquor, cigarettes, bidis, tobacco products, lottery etc. should be allowed on the bus stands/workshops of Haryana Roadways. If any 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 not be allowed.
- vi) **Fixing & display of advertisement boards:** The responsibility for fixing and display of advertisement boards would be that of the contractor Company/firm which will be done by them with the written approval of the General Manager indicating the period of display, site of display as well as type and size of each advertisement.
- vii) **Tree Guards:**  
For the advertisements to be put up on the tree guards, in case the tree guard is not already there, the tree guard will have to be provided by the contractor company/firm as per the design approved by the Depot Level Committee mentioned above. The size & design of the advertisement board will also be approved by the Depot Level Committee. The tree guard would become the property of the department and after the expiry of the contract or at the termination of the contract, only the advertisement board will be removed by the contractor company/firm. No damage should be done to the trees while putting up or removing such advertisements.
- viii) All taxes or levies due to the Govt. of India, State Govt., local bodies or any other Govt. bodies concerned will be paid by the contractor and not by the Transport Department/Depot. The firm will also be fully responsible for the fines or consequences for non payment of any such dues.
- ix) The concerned company/firm will be themselves responsible for the security of the advertisement boards and TV sets put up by them.
- x) **Terms & conditions regarding display of advertisements through TV sets:**
  - a) The TV sets would be purchased and installed by the company to whom the contract is given. The concerned company will be themselves responsible for the up-keep and security of the TV sets. The department will not be responsible for any loss to the advertising company in this regard.
  - b) The number of TV sets, size of TV sets and the sites of their installation will be decided by the Depot Level Committee.



- c) The company will have to pay the electricity charges to the concerned General Manager of Haryana Roadways as per actual consumption.
- d) The advertisements to be given on the TV sets will have to be got approved from the concerned General Manager of Haryana Roadways before these are displayed.
- e) Some of the general information required to be given to the passengers, Road Safety slogans and some Govt. advertisements, as deemed fit by the concerned General Manager of Haryana Roadways will have to be displayed at regular intervals on the TV sets free of charge.
- xi) **Removal of advertisement boards:**
  - a) The boards/advertisements will have to be removed at appropriate time by the contractor company/firm. with due approval of the GM, Haryana Roadways concerned.
  - b) That after the completion of the period of the agreement or after the termination of the contract, the contractor shall remove all the boards/advertisements on the last day of the contract positively failing which these will be removed by the concerned GM, Haryana Roadways at the cost & risk of the contractor company/firm..
- xii) **No compensation for less number of advertisements:** If the contractor company/firm is unable to put up advertisements on some or all of the sites allotted to them, they will not be entitled to claim any compensation, whatsoever, on this account.
- xiii) **Recovery of damage:** If any damage is done to the property of the Roadways due to putting up of advertisements the same will have to be made good by the contractor company/firm. The recovery, if any, should be deposited by the said contractor company/firm within the period specified by the concerned GM, Haryana Roadways 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.
- xiv) **DAVP rates from Govt. organizations:** In case any Govt. Department/Corporation/Board wish to give advertisements on the bus stands/workshops of Haryana Roadways through the contractor company/firm., they will have to charge the rates not more than the rates fixed by the DAVP, Govt. of India. The advertisement Boards from Govt. Departments/Corporation/Boards will be restricted to two per depot including the workshop.
- xv) **Damage to boards/TVs or serious break down due to unavoidable circumstances:** The contractor shall not be entitled to claim any compensation on account of interruption in the display of advertisements or damage/loss of the boards/TV sets etc. due to unavoidable circumstances.
- xvi) **Termination of contract:** The contract **can** be terminated by the Department during the period of contract by giving 15 days notice in case of
  - 1. violation of any terms & conditions of the contract
  - or
  - 2. in Public Interest.

In case of violation of terms & conditions on the part of the contractor company/firm., the Bank Guarantee can also be forfeited by the Department apart from levy of fine/recovery and termination of contract.

In case the contractor is not interested in continuing with the contract, he can give a 3-months advance notice. If the notice period is less the contractor will have to pay for the notice period falling short of 3 months.
- xvii) **Settlement of objections regarding display of advertisements:** In case of any dispute arising from the objections raised by the General Manager, Haryana Roadways to the display of advertisements, it would be referred to the Transport Commissioner, Haryana, whose decision shall be final and binding on the contractor as well as the GM, Haryana Roadways.
- xviii) **Arbitration Clause:** All disputes and differences arising out of or in any way touching/concerning this contract, whatsoever, shall be referred to the sole arbitration of the Secretary to Govt. Haryana, Transport Department, acting as such at the time of reference. There will be no objection to such appointment that the arbitrator so appointed is a Govt. officer.