REQUEST FOR PROPOSAL

Request for Proposal

for

Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses

For

Chandigarh Transport Undertaking

3rd September, 2020

Issued by

Director Transport, UT-cum- Divisional Manager,
CTU, Chandigarh

DISCLAIMER

The information contained in this Request for Proposal ("RFP") Document, whether verbally or in documentary or in any other form, by or on behalf of the Chandigarh Transport Undertaking (the "CTU"), or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as the CTU may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

This RFP Document is not an agreement and is not an offer or invitation by the CTU, to any other party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the CTU, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

The CTU, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise including the accuracy, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document is only indicative and the CTU, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses in relation to which it is being issued.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The CTU, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

The CTU, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be uploaded on the website of Chandigarh Transport Undertaking and e tending portal of UT Chandigarh Administration. No part of this RFP Document and no part of any subsequent correspondence by the CTU, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. The CTU, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that the CTU is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain with the Bidder and the CTU, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. CTU, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against the CTU, their employees and advisors.

E Tender Notice

E tenders (Online Tenders) are invited for "**Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses for a period of 4 years''** on the terms and conditions and technical specifications as set out in the tender documents which can be downloaded from the website http://etenders.chd.nic.in or http://chdctu.gov.in. The important dates with regard to uploading the tenders are as under:

Bid Reference	:	CT/CTU/2020/8029, dated 03.09.2020
Date of Commencement of downloading of Bid Documents	:	**05.09.2020 at 11.00 am**
Last date of seeking clarifications if any	:	**17.09.2020 up to 10.00 am**
Pre-Bid Meeting	:	**17.09.2020 at 11.30 am** at conference Hall, 4th floor, UT Secretariat, Sector-9, Chandigarh.
Last Date and Time for EMD and Bid Processing Fee in physical form and uploading of bid (Technical and Financial) in e-procurement platform http://etenders.chd.nic.in	:	**30.09.2020 up to 2.00 pm**
Date and time of opening of Technical Bid	:	The bids will be opened online by the Authorised Officers on **30.09.2020 at 3:00 pm**
Date and time of opening of Financial Bid	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	**Chandigarh Transport Undertaking** O/o Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-1, Chandigarh
In case of any query/clarification		The bidders can approach office of Director Transport, UT, Chandigarh on any working day between 9:00 am to 5:00 pm (till the date of Pre-Bid Meeting) in case of any clarification/query regarding e-tender (Ph. No.-2679002) or mail at directorctuchd@gmail.com.

No tender except EMD and Bid Processing Fee shall be accepted in physical form.

The Director, Chandigarh Transport Undertaking shall have every right to cancel/withdraw/amend the advertisement or extend the due date at any time before the proposal due date or accept or reject any tender without assigning any reason.

-sd-
Director Transport cum Divisional Manager
Chandigarh Transport Undertaking
Chandigarh

List of Abbreviations

CTU	:	Chandigarh Transport Undertaking
MCC		Municipal Corporation, Chandigarh
INR	:	Indian National Rupee
LOA	:	Letter of Acceptance
RFP	:	Request for Proposal
SB	:	Successful Bidder
IST	:	Indian Standard Time
COD	:	Commercial Operation Date

	Contents of RFP
Part I	Instructions to Bidders
Part II	Draft Concession Agreement

1 Introduction 10
1.1 Definitions 10
1.2 Project Background 12
1.3 Brief Description of Bidding Process 13
2 Instruction to Bidders 14
A. General 14
2.1 Scope of Proposal 14
2.2 Eligible Bidders 15
2.3 Additional Requirements for Proposal Submitted by a Consortium 15
2.4 Deleted 17
2.5 Number of Proposals 17
2.6 Proposal Preparation Cost 17
2.7 Verification of Documents 17
2.8 Contents of RFP Document 17
2.9 Clarifications by Bidders 18
2.10 Amendment of RFP Document 18
2.11 Miscellaneous – Other Provisions 19
2.12 Disqualification 19
B. Preparation and Submission of Proposal 23
2.13 Language 23
2.14 Currency 23
2.15 Earnest Money Deposit (EMD) 23
2.16 Validity of Proposal 24
2.17 Bidders Responsibility 24
2.18 Pre-Bid Meeting 25
2.19 Format and Submission of Proposal 26
2.20 Sealing and Marking of Proposal 27
2.21 Proposal Due Date 27
2.22 Late Proposals 27
2.23 Modification and Withdrawal of Proposals 27
2.24 Confidentiality 28
2.25 Clarifications by CTU 28
2.26 Consultant(s) or Advisor(s) 28
3 Criteria and Methodology for Qualification and Evaluation 29

A. General **29**
3.1 Qualification Parameters *29*
3.2 Technical Experience Criteria *29*
3.3 Evaluation Criteria for Financial Capability *30*
3.4 Evaluation Criteria for a Consortium *30*
B. Evaluation Methodology **30**
3.5 Opening of Proposal *30*
3.6 Test of Responsiveness *31*
3.7 Evaluation of Technical Submissions *32*
3.8 Evaluation of Financial proposal *33*
3.9 Notification *33*
3.10 CTU's Right to Accept or Reject Proposal *33*
3.11 Acknowledgment of Letter of Acceptance (LOA) and Execution of Agreement *35*
3.12 Performance Security *35*
4 General Conditions of Contract (GCC) **36**
4.1 APPOINTMENT AND GRANT OF CONCESSION *36*
4.2 PROJECT SCOPE *36*
4.3 CONCESSION FEE *37*
4.4 MARKETING, OPERATIONS & MAINTENANCE *37*
4.5 FORCE MAJEURE *42*
4.6 EVENTS OF DEFAULT AND TERMINATION *42*
4.7 HANDBACK REQUIREMENTS *46*
4.8 DISPUTE RESOLUTION *46*
Appendix 1: Schedule of Bidding Process **49**
Appendix 2: Format for Covering Letter cum Project Undertaking **50**
Appendix 3: Format for Power of Attorney for Signing of Proposal **53**
Appendix 4: Format for Power of Attorney for Lead Member of Consortium **54**
Appendix 5: Format for Details of Bidder **55**
Appendix 6: Format for Financial Capability[#] of the Bidder **56**
Appendix 7: Format for Experience of the Bidder **57**
Appendix 8: Format for Affidavit Certifying that Entity / Directors of Entity are not blacklisted **58**
Appendix 9: Format for Joint Bidding Agreement **59**
Appendix 10: Format of Non-Collusion Certificate **63**
Appendix 11: Format of Affidavit **64**
Appendix 12: Format of Financial proposal **65**
Appendix 13: Format for Draft Letter of Acceptance (To be issued by Chandigarh Transport Undertaking) **66**

Appendix 14: Format of Acknowledgement Letter of Acceptance (To be submitted by Successful Bidder to CTU) 68

Enclosure 1: Detail of EMD 69

Annexure 1: List and Sizes of City Buses 70

Annexure 2: List of Negative Advertisements 71

Annexure 3 – Depiction of Advertisements on City Buses 72

1 Introduction

1.1 Definitions

1.1.1 In this RFP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

1) **"Advertisement space"** shall mean means opportunities available for advertisement on CTU Buses in terms of Applicable Law to be marketed and maintained by the Concessionaire.

2) "**Agreement**" shall mean the agreement to be entered between CTU and the Concessionaire for the Project.

3) "**Bidder**" means interested party who is eligible to submit its proposal in accordance with this RFP Document for the Project.

4) "**Bidding Process**" shall mean the single stage competitive e tendering process with two stages comprising (i) the Technical Submissions and (ii) the financial proposal for the Project.

5) "**Business Entity**" shall mean either of the following:

(i) a company incorporated under the Companies Act, 1956/2013, but excluding companies covered under section 617 of the Companies Act, 1956; or
(ii) an entity incorporated outside India under equivalent law.

6) **"Concessionaire"** shall mean the entity with whom Agreement is entered by CTU for the Project.

7) "**COD" or "Commercial Operations Date**" shall mean thirty (30) days from Appointed Date (Date of Agreement) in accordance with the provisions of this Agreement.

8) "**Conflict of Interest**" A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder and as described in Clause 2.12.4 of this RFP Document, Part I, Instructions to Bidders.

9) "**Consortium**" shall mean the combination of a maximum of two (2) entities coming together for submission of a Proposal and as particularly described under clause 2.2 of the RFP Document.

10) "**CTU**" shall mean Chandigarh Transport Undertaking

11) "**Lead Member**" shall mean a specific member in a Consortium duly nominated by

other members of such Consortium.

12) "**Letter of Acceptance**" shall mean the letter issued by CTUto the Successful Bidder.

13) "**Project"** shall mean Marketing Rights for Display of Advertisements (Outside and Inside) on City Buses of CTU.

14) **"Proposal"** shall mean the documents received by CTU from an interested party who is eligible to submit its proposal in response to this RFP Document for the Project.

15) "**Proposal Due Date**" shall mean the time and date specified for submission of application for Proposal, more particularly detailed under Appendix 1 of this RFP Document, Part I, Instructions to Bidders.

16) "**Proposal Validity Period**" shall mean the meaning ascribed to it in clause 2.16.1 of this RFP Document, Part I, Instructions to Bidders.

17) "**Qualified Bidder**" shall mean the Bidder whose Technical Submissions are found to be responsive and also meet the qualification criteria in accordance with the Evaluation Methodology set out in this RFP Document.

18) "**RFP Document**" shall mean the documents set out in Clause 2.8 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.

19) **"Successful Bidder"** shall mean the Bidder whose proposal is selected by CTU in terms of this RFP.

20) **Urban Transport Media Sites**" mean the media sites such as Stage Carriage Buses, Bus Shelters, Cycle Stations, Metro (number of metro coaches is equal to number of media sites) but excluding (a) urban transport related activities such as handrails, PIS boards, tickets etc., (b) railways, (c) airport/ airlines etc.

1.2 Project Background

1.2.1 CTU buses are operational within the city, sub-urban area and in adjoining states i.e. Punjab, Haryana, Delhi, Himachal Pradesh etc. CTU intends to market and display advertisements on its buses. The affixation and removal of advertisements is undertaken at the depots/ workshops of CTU.

1.2.2 CTU Proposals are invited from suitable entities for Marketing Rights for Display of Advertisement (Outside and inside) on CTU city Buses in Chandigarh for approximately 358 buses. The business entity shall be selected through an open, transparent and competitive e-tendering process.

1.2.3 The Bidder shall display the advertisement as per the approximate area available for advertisement and designated spaces provided in Annexure 1 and Annexure 3 respectively.

1.2.4 The advertisement spaces on the CTU buses would be marketed by the successful bidder as per the terms and conditions set out in the Bidding Documents and under other applicable laws/ bylaws governing such operations.

1.2.5 Agreement for Marketing Rights for Display of Advertisement (Outside and inside) on CTU city Buses with maintenance requirements/ performance standards clearly set out is expected to be executed between CTU and the successful bidder within 30 days of issue of LOA.

1.3 Brief Description of Bidding Process

1.3.1 CTU has adopted a single stage process for selection of the Bidder for award of the Project. This RFP Document follows a two stepped approach comprising:

- Qualification Phase: Shortlisting of Bidders based on qualification criteria ("Shortlisted Bidders")
- Proposal Phase: Evaluation of Financial proposals received from Qualified Bidders

1.3.2 CTU invites proposal from interested parties in response to this RFP Document.

1.3.3 The selected bidder shall be a company incorporated under the Companies Act, 1956 or in case it is a foreign company incorporated under any equivalent law, it shall undertake to incorporate itself under the Companies Act, 2013 prior to execution of the agreement. The successful bidder shall be responsible for design, financing, procurement, operation, maintenance, management and transfer of the Project under and in accordance with the provisions of the agreement to be entered into between the selected Bidder and CTU in the form provided by CTU as part of the Bidding Documents pursuant hereto.

1.3.4 The Agreement sets forth the detailed terms and conditions including the scope of the successful bidder's services and obligations.

1.3.5 Interested parties may download the RFP from CTU website. The bid processing fee/e-Tender Fee amounting to Rs. 10,000/-(Rupees Ten Thousand Only) be deposited by way of a crossed demand draft drawn in favour of "Director Transport, CTU" payable on any scheduled bank at Chandigarh along with EMD in the office of Director Transport, Chandigarh Transport Undertaking before due date and time of E-Tender.

1.3.6 CTU shall receive Proposals, pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by CTU pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by CTU, and all Proposals shall be prepared and submitted in accordance with such terms.

1.3.7 Details of the process of selection, including the schedule of Bidding Process (as provided in Appendix 1 to this RFP Document), is set out in this RFP Document.

2 Instruction to Bidders

A. General

2.1 Scope of Proposal

2.1.1 CTU wishes to seek responses to the RFP Document in the form of proposal ("Proposal") in terms of Clause 1.2.1.

2.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the "Evaluation Methodology") in order to identify Successful Bidder for the Project. Successful Bidder would then be required to enter into an agreement with CTU as per the Concession Agreement set forth in Part – II of this RFP Document and perform its obligations as stipulated therein, for the Project.

2.1.3 Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the Concession Agreement.

2.1.4 The Bidding Documents including this RFP Document and all attached documents are and shall remain the property of CTU and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. CTU will not return any Proposal or any information provided along therewith.

2.1.5 The Bidders are expected to examine the project in detail, and to carry out, at their own cost due diligence as may be required to submit their proposal for the implementation of the Project.

2.1.6 The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the Agreement or the CTU's right to amend, alter, change, supplement or clarify the scope of service and work, the work to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFP Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by the CTU.

2.1.7 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.1.8 This RFP Document is not transferable.

2.2 Eligible Bidders

2.2.1 The Bidders eligible for participating in the Request for Proposal process shall be any one of the following:

Type 1: A Business Entity; or

Type 2: A combination of a maximum of two (2) members, comprising one Lead Member who is a Type 1 entity with other member who shall be also Type 1 Business Entity, and shall hereinafter be referred as "Consortium".

2.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 3 and authorising the signatory of the Proposal to commit the Bidder.

2.2.3 Notwithstanding anything stated elsewhere in these documents, CTU shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to CTU. A Bidder may be disqualified if it is determined by CTU, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by CTU.

2.2.4 A Bidder or member of Consortium which has earlier been barred by CTU / any other entity of Government of India or any State Government or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit a proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in **Appendix 8**.

2.2.5 A Bidder who has not made payments/fees related to Advertisements on CTU assets to CTU till bid submission date shall be rejected and not considered for further evaluation.

2.3 Additional Requirements for Proposal Submitted by a Consortium

2.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.

2.3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

2.3.3 Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at **Appendix 4**authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.

2.3.4 Proposals submitted by a Consortium should comply with the following additional requirements:

(a) the number of members in the Consortium would be limited to two (2);
(b) the Proposal should contain the information required from each member;
(c) the Proposal should include a description of the roles and responsibilities of both the members;
(d) Members of the Consortium shall nominate one member as the Lead Member as defined in clause 2.2.1;
(e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
(f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 4**; and
(g) the Members of the Consortium shall enter into a Joint Bidding Agreement, as per the format provided under **Appendix 9**for the purpose of submission of the Proposal.

The Joint Bidding Agreement should, interalia,

(i) clearly outline the proposed roles and responsibilities of each member of the Consortium at each stage of the Project;
(ii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Agreement; and
(iii) clearly refer to the Project for which the arrangement is made.

A copy of the Joint Bidding Agreement signed by all members should be submitted with the Proposal. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

2.3.5 Minimum Shareholding Obligation: By submitting the Proposal, the Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 51% by the Lead Member and 26% by other Member. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in accordance with the provisions of the Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such there under.

2.3.6 Any change in the composition of a Consortium shall not be permitted.

2.4 Deleted

2.5 Number of Proposals

2.5.1 Each Bidder shall submit only one (1) Proposal in response to this RFP Document. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

2.6 Proposal Preparation Cost

2.6.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. CTU will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.7 Verification of Documents

2.7.1 CTU, reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document. Failure of the CTU to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of CTU there under.

2.8 Contents of RFP Document

2.8.1 The RFP Document consists of two Parts as listed below and would include any addendum issued in accordance with Clause 2.10.1.

Part I	Instructions to Bidders
Part II	Draft Concession Agreement

2.9 Clarifications by Bidders

2.9.1 Bidders requiring any clarification on the RFP Document may notify CTU in writing or by e-mail within such date as specified in the Schedule of Bidding Process set forth in **Appendix 1**. CTU may at its sole discretion, forward to all Bidders, copies of CTU's response, including a description of the enquiry but without identifying its source.

2.9.2 The CTU shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, CTU reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring the CTU to respond to any question or to provide any clarification.

2.9.3 The CTU may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the CTU shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by the CTU or their employees, advisors or representatives shall not in any way or manner be binding on the CTU.

2.10 Amendment of RFP Document

2.10.1 At any time prior to the Proposal Due Date, the CTU may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by issue of Addendum.

2.10.2 Any Addendum thus issued will be uploaded by CTU on their website as well as e-Tender website. Bidders are advised to visit the website (www.chdctu.gov.in) and e tendering website (http://etenders.chd.nic.in) regularly to keep themselves updated.

2.10.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, the CTU may, at its own discretion, extend the Proposal Due Date.

2.10.4 The CTU may in its sole discretions and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP Document.

2.11 Miscellaneous – Other Provisions

2.11.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2.11.2 CTU, in its sole discretion and without incurring any obligation or liability, reserves the right to:

a) Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b) Qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
c) Retain any information and/or evidence submitted to CTU by, on behalf of, and/ or in relation to any Bidder; and
d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.11.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases CTU, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.12 Disqualification

2.12.1 Even if the Bidder meets the guidelines as set forth in this RFP Document, CTU at its discretion can disqualify the Bidder if:

a) The Bidder has been debarred by any state or central government or government agency in any country; or
b) The Bidder has made misleading or false representation in the forms, statements and attachments submitted; or
c) The Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or
d) Any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.

2.12.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof:

(a) Made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFP Document and other Bidding Documents;

(b) Received all such relevant information as it has requested from the CTU;

(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents relating to any of the matters referred to in the Bidding Process including Bidding Documents;

(d) Made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Project, in accordance with the Bidding Documents, including the Agreement, and performance of all its obligations hereunder including but not limited to:

(i) Advertisement spaces on Buses;
(ii) All other matters that might affect the Bidder's performance under the terms of this RFP Document.

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause2.12.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the CTU or a ground for termination of the Agreement; and

(f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.12.3 The CTU shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.12.4 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the CTU shall forfeit the EMD or Performance Security, as the case may be, genuine pre-estimated compensation and damages payable to the CTU for, inter alia, the time, cost and effort of the CTU, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the CTU hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

(i) Such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 14% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 14% of that other Bidder's paid up and subscribed capital; or

(ii) A constituent of such Bidder is also a constituent of another Bidder; or

(iii) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or

(iv) Such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

(v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or

(vi) Such Bidder has participated as a consultant to the CTU in the preparation of any documents, design or technical specifications of the Project.

(vii) If any legal, financial or technical adviser of the CTU in relation to the project is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) execution of the Agreement. In the event any such adviser is engaged by the Successful Bidder or Advert, as the case may be, after issue of the LOA or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the CTU, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the CTU may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the CTU being liable in any manner whatsoever to the Successful Bidder or the Concessionaire, as the case may be, for the same.

2.12.5 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Agreement, the CTU shall reject a Proposal, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the CTU shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to CTU towards, inter alia, time, cost and effort of the CTU, without prejudice to any other right or remedy that may be available to the CTU hereunder or otherwise.

2.12.6 Without prejudice to the rights of the CTU under Clause 2.12.5 hereinabove and the rights and remedies which the CTU may have under the LOA or the Agreement, if a Bidder , as the case may be, is found by the CTU to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP Document issued by the CTU during a period of five years from the date such Bidder, as the case may be, is found by the CTU to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.12.7 For the purposes of Clauses 2.12.5 and 2.12.6 above, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CTU who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CTU, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the CTU in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the CTU with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

B. Preparation and Submission of Proposal

2.13 Language

2.13.1 The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Bidder with the proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.14 Currency

2.14.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2020. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. CTU, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

2.15 Earnest Money Deposit (EMD)

2.15.1 Proposals shall be accompanied by an EMD for an amount as mentioned in Enclosure 1.

2.15.2 The EMD shall be in the form of a demand draft in favour of Director Transport, CTU payable at Chandigarh. EMD in original as uploaded by the Bidder shall be submitted in person by the specified date and time in e-tender. The agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the bid submitted by them shall be declared as invalid.

2.15.3 The EMD shall be returned to unsuccessful Bidders on the signing of Agreement for the Project. The EMD, submitted by the Successful Bidder, shall be released:

(a) upon furnishing a Performance Security for an amount mentioned in the Agreement;

2.15.4 The EMD shall be forfeited as genuine pre-estimated compensation and damages to the CTU in the following cases:

(a) If the Bidder withdraws or modifies its proposal during the interval between the Proposal Due Date and expiration of the proposal validity period.

(b) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.11.1; or

(c) In case the Successful Bidder fails to sign the Agreement within the specified time limit or any extension thereof; or
(d) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed; or
(e) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
(f) If the Bidder fails to comply with the Bidding Process in any manner; or
(g) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.5 to 2.12.7 of this RFP Document; or
(h) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
(i) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP Document, or the Agreement.

2.16 Validity of Proposal

2.16.1 The Proposal shall indicate that it would remain valid for a period not less than 180 days from the Proposal Due Date (herein the "Proposal Validity Period"). The CTU reserves the right to reject any Proposal that does not meet this requirement.

2.16.2 Prior to expiry of the Proposal Validity Period, the CTU may request that the Bidder extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its EMD. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its EMD for the period of extension and comply with Clause 2.15.4 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be rejected.

2.16.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Agreement.

2.17 Bidders Responsibility

2.17.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.

2.17.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
a) made a complete and careful examination of requirements, and other information set forth in this RFP Document;
b) received all such relevant information as it has requested from CTU; and
c) made a complete and careful examination of the various aspects of the Project including but not limited to:

(i) Installation, operational, maintenance and management details related to the display of Advertisements on buses;
(ii) all other matters that might affect the Bidder's performance under the terms of this RFP Document;
(iii) a diligent scrutiny and is in conformity with the terms and conditions of the Concession Agreement;

(iv) clearances required to be obtained for the Project, if any; and
(v) applicable laws and regulations in force in India.
(vi) Applicable advertisement byelaws of Chandigarh Administration

2.17.3 CTU shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.18 Pre-Bid Meeting

2.18.1 To clarify and discuss issues with respect to the Project and the RFP Document, CTU will hold Pre-Bid meeting at 4th Floor Conference Hall, UT Secretariat Sector-9, Chandigarh.

2.18.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Concession Agreement. Bidders must formulate their responses and forward the same to CTU prior to the meeting in terms of schedule set out in **Appendix 1**. CTU may, as may be considered acceptable at its sole discretion, amend the RFP Document based on inputs provided by Bidders. The addendum or amended RFP document will then be uploaded on the website of www.chdctu.gov.in and http://etenders.chd.nic.in.

2.18.3 Bidders may note that CTU will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.18.4 CTU will endeavour to hold the meeting as per Schedule of Bidding Process. The details of the Pre-Bid meeting will be mentioned as per Appendix-1

2.18.5 Attendance of the Bidders at the Pre-Bid meeting is not mandatory. CTU will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Bid meeting.

2.18.6 All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by e-mail/ post / courier:

ATTN. OF: General Manager, CTU

SUBJECT: Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses
ADDRESS: Chandigarh Transport Undertaking, Plot No. 701, Industrial Area Phase-1, Chandigarh Tel.: 0172-2679002 Email: ctu-chd@nic.in

2.18.7 No interpretation, revision, or other communication from CTU regarding this solicitation is valid unless in writing and is signed by Director cum Divisional Manager, Chandigarh Transport Undertaking or its authorised representative. CTU may choose to upload the CTU's responses, including a description of the enquiry but without identifying its source to all the Bidders on its official website.

2.19 Format and Submission of Proposal

2.19.1 Bidders shall provide all the information as per this RFP Document and in the specified formats. Bids shall be uploaded online up to the date and time as indicated in the Bid Notice. CTU reserves the right to reject any Proposal that is not in the specified formats.

2.19.2 The Proposal should be submitted in two parts:

Part 1 : **Technical Submissions**, which would include:

i.) Covering Letter cum Project Undertaking as per **Appendix 2** stating the Proposal Validity Period
ii.) Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by both members) as in **Appendix 3**.
iii.) In case of Consortium, Power of Attorney for designating of the Lead Member of Consortium as in **Appendix 4**.
iv.) Details of Bidder (in case of Consortium, this would need to be provided by both members) as in **Appendix 5**.
v.) Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of the Lead Members) as in **Appendix 6**.
vi.) Completed format of Experience of Bidder along with copies of work order/ agreement/completion certificate (in case of Consortium, Experience of both members) as in **Appendix 7**.
vii.) Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in **Appendix 8**).
viii.) In case of Consortium,Joint Bidding Agreement entered into between members as in **Appendix 9**.
ix.) Proof of registration in the form of a certificate of incorporation of the Bidder (in case of Consortium, proof of registration of all the Members)
x.) Bank Draft towards the cost of RFP Document as defined under clause 1.3.5. Original to be submitted before proposal due date and time and copy of same is to be uploaded in technical bid.
xi.) Non-Collusion Certificate as per **Appendix 10, and.**
xii.) Affidavit as per **Appendix 11**
xiii.) Original EMD to be submitted in the Physical Form before proposal due date and time and copy of same is to be uploaded in technical bid.

Part 2: **Financial proposal**

i.) Financial proposal as per the format set out in **Appendix 12;**

2.19.3 The Bidder shall upload the documents comprising the Proposal as described in Clause 2.19.2. The clarification, if any, wherever necessary will be obtained from the concerned bidder. The information as required in Part 1 & supporting documents have to be submitted as a part of technical bid on e-tender portal in the form of scanned copies. After necessary appraisal of the bidder's experience and technical expertise, technical short-listing will be done.

2.19.4 Financial Bid (Part 2) for online bidding will contain only the Financial Bid (rates) as per the BOQ available at e-tendering site. After assessing the technical details, CTU will shortlist the parties fulfilling the technical criteria laid down for the purpose. The financial bid of only those technically shortlisted bidders will be downloaded on suitable date after intimating such short listed bidders. The decision of short listing of Technical Bids for the purpose of opening of Financial Bids by the Director Transport will be final and binding. The date of opening of Financial Bids will be intimated later on.

2.20 Sealing and Marking of Proposal

Deleted.

2.21 Proposal Due Date

2.21.1 Proposals should be submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in **Appendix 1** to the address provided in Clause 2.18.6**Error! Reference source not found.** in the manner and form as detailed in this RFP Document. For the purposes of this RFP Document the "Proposal Due Date" shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in **Appendix 1**.

2.21.2 The CTU, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10.

2.22 Late Proposals

Deleted

2.23 Modification and Withdrawal of Proposals

Deleted.

2.24 Confidentiality

2.24.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the CTU in relation to or matters arising out of or concerning the Bidding Process. The CTU will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. The CTU will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power to require its disclosure or is to enforce or assert any claim, right or privilege of the CTU or defend any claim, action or proceedings against it.

2.25 Clarifications by CTU

2.25.1 To assist in the process of evaluation of Proposals, the CTU may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile or email. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by CTU, of the request to the satisfaction of the CTU, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.26 Consultant(s) or Advisor(s)

2.26.1 To assist in the examination, evaluation, and comparison of Proposals, the CTU may utilise the services of consultant/s or advisor/s.

2.26.2 No entity including the Bidders can hold and the CTU shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 2.26.1. The final determination as regards the Proposal shall vest with the CTU.

3 Criteria and Methodology for Qualification and Evaluation

A. General

3.1 Qualification Parameters

3.1.1 The Bidder's competence and capability is proposed to be established by following parameters:

(a) Technical Experience of Bidder, evaluated in terms of past experience.

(b) Financial Capability of the Bidder, evaluated in terms of annual turnover.

3.1.2 The Bidder would be required to meet the qualification criteria as detailed in clause 3.2 and 3.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Financial proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders by CTU.

3.2 Technical Experience Criteria

3.2.1 Eligible Experience

3.2.1.1 The Bidder needs to meet the following eligible experience:

Marketing, operations and maintenance of at least One Hundred only (100) Urban Transport Media sites for at least 2 years in last 5 years prior to the Proposal Due Date.

3.2.1.2 The Bidder needs to submit the supporting documents evidencing its capabilities and must provide information as per Appendix 7. The Bidder shall submit a certificate from its statutory auditor/respective client regarding authenticating the eligible experience. The Bidder shall also submit a copy of the agreement/ work order for all the media spaces.

3.2.1.3 In case the Bidder is a Consortium (Type 2), the evaluation of Financial Capability shall be in terms of clause 3.4.1.

3.2.2 Financial Capability Criteria

3.2.2.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

a) Average annual turnover (income) for the last three (3) completed financial years prior to Proposal Due Date (Ref. A**ppendix 6**).

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

3.2.2.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of all Members would be considered for evaluating the financial capability) for the last three (3) financial years.

3.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for three (3) years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

3.2.2.4 In case the Bidder is a Consortium (Type 2), the evaluation of Financial Capability shall be in terms of clause 3.4.1.

3.3 Evaluation Criteria for Financial Capability

3.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy the following criteria for the Project:

- The average annual turnover over the last three financial years shall not be less than Rupees One Crore Forty Lakhs (Rs. 1.40 crore).

3.3.2 For the purpose of analysis and evaluation, figures from the three audited annual financial statements prior to Proposal Due Date would be considered.

3.4 Evaluation Criteria for a Consortium

3.4.1 In case the Bidder is a Consortium, for the purpose of evaluation, Technical Capability and Financial Capability of any member in the Consortium should be at least 100% of the capability criteria as stipulated in this Section 3.

3.4.2 Deleted

B. Evaluation Methodology

3.5 Opening of Proposal

3.5.1 CTU shall evaluate/download the documents as submitted online in **"Part I: Technical Submissions"** on the Proposal Due Date or at an appropriate time on the extended date for submission of Proposals as may be notified.

3.5.2 The above documents may be downloaded in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.

3.5.3 The following information shall be announced at the Proposal opening and recorded:

a) Bidders' names; and
b) Particulars of the EMD.

3.5.4 CTU shall intimate Bidders in case of any change in the date or venue of opening of "Part I" of the Proposal.

3.5.5 Deleted

3.5.6 Any information contained in the Proposal shall not in anyway be construed as binding on CTU, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.6 Test of Responsiveness

3.6.1 Prior to evaluation of Proposals, CTU will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:

a) It is received by the Proposal Due Date.
b) It is uploaded as per Clause 2.19.
c) It contains the information and documents as requested in the RFP Document.
d) It contains information in formats specified in the RFP Document and other Bidding Documents.
e) It mentions the Proposal Validity Period as set out in Clause 2.16.
f) It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by CTU without communication with the Bidder). CTU reserves the right to determine whether the information has been provided in reasonable detail.
g) There are no inconsistencies between the Proposal and the supporting documents.
h) It is accompanied by the EMD and Bid Processing Fee as set out in Clause 2.15.1and 1.3.5 respectively.
i) It is in accordance with the other provisions of this RFP.
j) Conforms to all terms, conditions of the RFP without material deviation or reservation.
k) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
l) It does not contain any condition or qualification.
m) It is accompanied by the Power(s) of Attorney specified in Clause2.3.3, as the case may be.

n) It is not non - responsive in terms hereof.

3.6.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

a) which affects in any substantial way, the scope, quality, or performance of the Project, or
b) which limits in any substantial way, inconsistent with the RFP Document, CTU's rights or the Bidder's obligations under the Agreement, or
c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

3.6.3 CTU reserves the right to reject any Proposal which in its opinion is non-responsive.

3.7 Evaluation of Technical Submissions

3.7.1 As part of Qualification Phase (Phase I), the Technical Submissions as submitted online by the Bidders in Part I, shall be checked for eligibility, technical capability, financial capability, EMD and other such compliances with the requirements of the RFP Document. The CTU reserves the right to reject the Proposal of a Bidder without opening the financial proposal, if Proposal is not responsive in terms of Clause 3.6.

3.7.2 Based on evaluation of Technical Submissions, CTU would release a list of Bidders online who meet the qualification criteria set out in this RFP Document for the Project.

3.7.3 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Financial Proposal.

3.7.4 CTU shall intimate a date for opening of financial proposals to all Shortlisted Bidders and invite them for opening of the financial proposals. Attendance to such opening of financial proposals is not mandatory. However, CTU shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of financial proposals of Shortlisted Bidders.

3.8 Evaluation of Financial proposal

3.8.1 In Phase II, the Financial proposals of all the Bidders who pass the Phase I evaluation will be opened for the Project in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.

3.8.2 The Bidders should upload the financial proposal in the format set out in **Appendix 12**.

3.8.3 The Proposal of the Bidders would be evaluated based on the Highest Concession Fee quoted per month basis as mentioned in Appendix 12, which shall be payable quarterly in advance by the Bidder to CTU in terms of the Concession Agreement/RFP. The Payment mechanism for the Concession Fee shall be as per the Concession Agreement/RFP.

3.8.4 Financial proposal of all Shortlisted Bidders shall be evaluated and a merit list shall be prepared with the Bidder quoting the highest Concession Fee shall be given the highest rank of H1. The Bidder quoting the second highest Concession Fee shall be given the second highest rank of H2 and so on. Based on evaluation of Proposals, CTU shall declare the H1 Bidder as the Successful Bidder.

3.8.5 In the event that two or more Bidders quote the same highest Concession Fee, CTU may declare the bidder having higher technical experience as the Successful Bidder.

3.9 Notification

3.9.1 CTU will notify the Successful Bidder by a letter/email in the format as set out in **Appendix 13** ("Draft Letter of Acceptance") that its Proposal has been accepted.

3.10 CTU's Right to Accept or Reject Proposal

3.10.1 CTU reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

3.10.2 CTU reserves the right to invite revised financial proposals from Bidders with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

3.10.3 CTU reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or uncovered;
b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;
c) one or more of the pre-qualification conditions have not been met by the Bidder;
d) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
e) the Bidder has a Conflict of Interest which effects the Bidding Process;

f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or

g) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP Document, including the Agreement.

3.10.4 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

3.10.5 If such disqualification / rejection occurs after the financial proposals have been opened and the highest Bidder gets disqualified / rejected, then CTU reserves the right to declare the bidder having higher technical experience as the Successful Bidder

3.10.6 Based on the outcome of Clause 3.10.5, CTU retains the right to declare such Bidder as the Successful Bidder for the Project.

3.10.7 Proposals shall be deemed to be under consideration immediately after they are opened until such time the CTU makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means the CTU and/or their employees/representatives on matters relating to the Proposals under consideration.

3.10.8 In case it is found after the issue of the LOA or signing of the Agreement or after its execution and during the subsistence thereof, including the rights thereby granted that:

a) one or more of the qualification conditions have not been met by the Bidder;

b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;

c) the Bidder has a Conflict of Interest which effects the Bidding Process;

d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or

e) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP Document, including the Agreement.

then the LOA or the Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated by a communication in writing by CTU to the Successful Bidder without the CTU being liable in any manner whatsoever to the Successful Bidder(s), as the case may be. In such event, the CTU shall forfeit the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated damages payable, without prejudice to any other rights or remedy that may be available to the CTU.

3.11 Acknowledgment of Letter of Acceptance (LOA) and Execution of Agreement

3.11.1 On the basis of evaluation of Proposal, CTU shall issue a Letter of Acceptance(LOA) to the Successful Bidder. Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to CTU the Acknowledgement Letter in the format set out in **Appendix 14**.

3.11.2 The Successful Bidder shall execute the Agreement within 30 days of the issue of LOA or such time as indicated by CTU, the same shall also be applicable in case of consortium.

3.11.3 CTU will promptly notify other Bidders that their Proposals have been unsuccessful and their EMD will be released as promptly as possible upon signing of the Agreement with the Successful Bidder.

3.12 Performance Security

3.12.1 The Successful Bidder shall furnish Performance Security for a sum of 10% of Total Concession fee(4 years) valid for a period of 54 months by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of "Director Transport, CTU", within 15 days of issue of the LOA.

3.12.2 Failure of the Successful Bidders to comply with the requirements of Clause 3.11.2 or Clause 3.12.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the EMD. In such an event, the CTU reserves the right to invite the next highest Bidder (H2) to match the financial proposal of the Highest Bidder (H1).

4 General Conditions of Contract (GCC)

4.1 APPOINTMENT AND GRANT OF CONCESSION

4.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, CTU hereby grants and authorizes the Concessionaire to undertake marketing of advertisement space and maintenance of Advertisement Space and to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (the "Concession").

4.1.2 **Concession Period**

The Concession hereby granted is for a period of four (4) years commencing from the Appointed Date (hereinafter referred to as the "Concession Period").

Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Handing over Date and ending with the Termination Date.

4.1.3 **Acceptance of Concession**

The Concessionaire hereby accepts the Concession and agrees to undertake the Project and to perform/ discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

4.2 PROJECT SCOPE

4.2.1 **Subject to the terms of this Agreement, the Concessionaire shall:**

(a) have the right to undertake marketing of Advertisement Space on CTU Buses in the designated predefined spaces of the bus to potential advertisers and advertising agencies;

(b) maintain the Advertisement Space, which shall be kept in good condition in terms of O & M Requirement;

(c) ensure the Project in such sum and against such risk as the Concessionaire deems fit.

The Concessionaire shall ensure that the aforesaid is undertaken in accordance with Applicable Laws.

4.3 CONCESSION FEE

Concession Fee shall be paid monthly in advance in accordance with the agreement:

4.3.1 **Concession Fee**

(a) The Concessionaire shall make payment comprising the following :

(i) Concession Fee per Bus per Month basis = Rs. (as per Highest bid)/- (Rupees (As per highest bid Only). The Concession Fee shall be payable based on number of buses available for display of advertisement i.e. minimum of ninety percent (90 %) of the approx fleet size i.e. 358 buses irrespective of the actual usage/availability of Advertisement Space/Buses. The Concession Fee shall be paid quarterly in advance from COD within 7 days of start of the month and the same shall be increased @ 5% year on year till the end of the Concession Period. The Concessionaire failing to pay concession fee on or before due date, a penalty at the rate of 1% on the outstanding Fee per month will be imposed till the due Fees is paid.

(b) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement and the Concession Fee shall not be adjusted for such costs.

(c) Advertisement tax/fee payable to MCC shall be paid separately by the Concessionaire to MCC and proof of such payment made to MCC shall be deposited to CTU.

(d) If the number of CTU Buses/ Advertisement Spaces on buses will get increased/decreased in future, the payment on pro-rata basis shall be payable to CTU.

(e) The Payment of such additional concession fee shall be made by the Concessionaire to the Director Transport, CTU within 7 days of start of the month. In case the payment of this additional Concession fee is not made on or before the due date, the Concessionaire shall be liable to pay along with the said additional Concession fee, an amount equal to 1% per month of such amount.

4.4 MARKETING, OPERATIONS & MAINTENANCE

4.4.1 **The Concessionaire shall:**

(a) be responsible to market, maintain and repair the Advertisement Space during the Concession Period and shall comply with O & M Requirements as specified by CTU, and as per the applicable laws;

(b) have requisite organisation and designate suitable officers as it may deem appropriate to supervise the Advertisement Space, to deal with CTU and to be responsible for all necessary exchange of information required pursuant to this Agreement;

(c) take prior approval for the entry of its designated or appointed staff in the bus depots from CTU and shall adhere to the procedure prescribed by CTU from time to time;

(d) obtain the necessary permissions and authorizations from the relevant authorities, as may be applicable and necessary for display of advertisements. The Concessionaire shall pay the statutory levies, taxes and duties connected with and/or arising out of display of advertisements including Advertisement Tax;

(e) ensure that the creative / advertising material content and form complies with the prevailing norms, codes and other statutory requirements as may be applicable from time to time;

(f) screen the contents of the advertisements to be displayed and ensure that they are not indecent / obscene or otherwise offensive to good taste or against public sentiments or in contravention of the Chandigarh Advertisement bye-laws as amended up to date or any other law in this regard;

(g) undertake printing, installation, maintenance, repair, replacement, and other incidental activities related to Advertisement Space;

(h) carry out all mounting and dismounting of Advertisement material during the non-operational hours of the CTU Buses and shall not disturb/delay the operations of the CTU Buses;

(i) with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of CTU and such Tests shall be carried out under the supervision of CTU. For the purposes of determining that the Advertisement Space is being maintained in accordance with the O & M Requirements. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results. Witnessing the Tests shall be at the sole discretion of CTU, however, the Concessionaire shall be required to facilitate such witnessing. The cost of Tests and cost towards witnessing the Tests shall be borne by the Concessionaire.

(j) for installation and maintenance of Advertisement Space the Concessionaire shall enter the depot, complete such work expeditiously in discussion with CTU and leave the depot area immediately upon completion of work.

(k) ensure that specification and installation process of Advertisement Space which require a power source have been approved by CTU, prior to obtaining any advertising campaign as well as any installation work. CTU shall review such specifications, and only upon fully satisfying oneself that the Advertisement Space is safe and does not cause any material damage to the CTU Buses shall

allow such mounting. CTU may also seek opinion of experts such as Vehicle Manufacturers, Automobile Institutions for this purpose.

(l) remove promptly from the bus depots all surplus machinery and materials, waste materials (including, without limitation, hazardous materials and waste water), rubbish and other debris (including without limitation accident debris) and shall keep the area allocated if any to him inside the bus depots in a neat and clean condition and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice;

(m) not, without the prior written approval of CTU, use the Advertisement Space/CTU Buses/bus depots for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto;

(n) ensure that proper day to day record relating to display of advertisements is kept for each of the Advertising Spaces for the entire duration of the Agreement;

(o) undertake daily cleaning of Advertising Space to keep the Advertisement Space in a clean, tidy and orderly condition;

(p) responsible for shifting of any logo from the buses if required at its own cost

(q) ensure that the specific mountings and equipment used to install such mountings do not damage the underlying surface or structure of the CTU Buses. Any damage to the surface or structure shall cause repairs to be undertaken by the Concessionaire. The decision to select the appropriate entity for carrying out such repairs shall be the sole prerogative of CTU. The cost towards such repairs and related overheads shall be borne by the Concessionaire.

(r) ensure that operations of the CTU Buses are not hindered due to use of Advertising Space by the Concessionaire. In order to ensure smooth and uninterrupted use of the CTU Buses, mounting and dismounting and maintenance of Advertisement Space shall be carried out during non-operating hours of the CTU Buses.

4.4.2 CTU may inspect the Advertisement Space at any time for a review of the compliance by the Concessionaire with its maintenance obligations under this Agreement.

4.4.3 No demolition/structural changes to CTU Buses shall be allowed without specific approval of CTU.

4.4.4 **Performance Standards as part of O & M Requirements**
During the Concession Period, the Advertisement Space shall be maintained in accordance with the performance standards set out below:

Service Output	Maximum Tolerance Level	Permissible Time Limit for repairs/rectifications
1. Clean	Nil	• Cut, soiled, worn out advertisement material to be replaced immediately on detection • Post removal of advertisement from Advertisement Space, the underlying surface needs to be restored with adequate cleaning, etc. • Partially/partly removed/damaged advertising material is not acceptable.
2. CTU Bus Damage	Nil	• Any damage caused to the CTU Buses while mounting and dismounting of advertisement material shall be repaired/replaced immediately or within a suitable time frame.
3. Work site	Nil	• Any waste, debris shall be removed from work site immediately post mounting or dismounting of the advertisement material.

a) Monthly O & M Report

During the Operation Period, within seven (7) days of the end of each calendar month or part thereof, the Concessionaire shall provide to CTU a monthly report (Monthly O & M Report) which shall contain the following minimum information:

(a) Details of Advertising campaigns
(b) Maintenance activities undertaken
(c) Number of CTU Buses carrying advertisements
(d) Any specific approvals related to Advertisement Space obtained during the month or pending with CTU.
(e) Any other information, which CTU may ask.

4.4.5 **Failure to meet O & M Requirements**

(a) In the event that the Concessionaire has failed to maintain the Advertisement Space in accordance with the O & M Requirements, the CTU may issue a notice to that effect specifying the breach.

(b) In the event the Concessionaire has failed to maintain the Advertisement Space in accordance with the O & M Requirements, and such failure has not been remedied despite a notice to that effect issued by CTU ("Notice to Remedy"), CTU may, without prejudice to any of its other rights/ remedies under this Agreement, be entitled to cause the repair and maintenance of the Advertisement Space at the risk and cost of the Concessionaire. The Concessionaire shall pay, by way of reasonable pre-agreed compensation, an

amount equal to one and half times the costs incurred by CTU on account of such repair and maintenance within fifteen (15) days of receipt of CTU' claim therefore.

(c) The Concessionaire shall be deemed to be in Material Breach of the O & M Requirements, if the CTU', acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach by the Concessionaire of its obligations;

(i) there has been a failure/undue delay in carrying out scheduled/ planned maintenance or the scheduled/ planned maintenance has not been carried out in accordance with the O & M Requirements;
(ii) the quality of the Advertisement Space or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O & M Requirements;
(iii) there has been a serious or persistent failure to adhere to safety requirements and standards and thereby the Advertisement Space, CTU Buses and bus depots or any part thereof is not safe for operation.

For avoidance of doubt, "persistent breach" shall mean:

(i) any breach of O & M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the CTU;
(ii) recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by CTU requiring the Concessionaire to remedy a breach, and
(iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

(d) Upon occurrence of Material Breach of O & M Requirements, CTU shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement and forfeit the Performance Security.

4.4.6 Penalties

Penalties shall be as the following:

Sr. No.	Parameter	Penalty
1.	Advertisement Space	
a.	Poor cleaning	Rs. 500/- per incident
b.	Improper mounting	Rs. 500/- per incident
c.	Faded/damaged advertisement	Rs. 500/- per incident
2.	Allocated worksite at depots is not maintained properly	Rs. 1000/- per incident
3.	Repeated damages to the CTU Buses	Rs. 10000/- per incident plus cost of repairs

- The penalty shall not exceed 10% of monthly Concession fee.

4.5 FORCE MAJEURE

4.5.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

4.5.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, freight embargoes explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.

4.5.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Concessionaire for not performing his obligations under this clause/contract.

4.5.4 If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

4.5.5 The Concessionaire shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

4.6 EVENTS OF DEFAULT AND TERMINATION

4.6.1 Termination for Concessionaire Default

(i) Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Concessionaire shall be deemed to be in default of this Agreement ("Concessionaire Event of Default") unless such event has occurred as a result of a Force Majeure Event or CTU Event of Default:

(a) At any time during the Concession Period, the Concessionaire fails to adhere to the O & M Requirements in terms of requirements set out in this document;

(b) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied in the Cure Period;

(c) The Concessionaire has abandoned the Project;

(d) A resolution has been passed by the shareholders' of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;

(e) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of CTU, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;

(f) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;

(g) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the carrying out of its business by the Concessionaire in the Advertisement Space and such attachment has continued for a period exceeding sixty (60) days.

(h) The Concessionaire has failed to pay one quarter Concession Fee from the due date (payment date).

(i) The Concessionaire has created any Encumbrance on the Advertisement Space in favour of any Person save as otherwise expressly permitted under this Agreement.

(j) The Concessionaire is using Advertisement Space for any purpose other than as provided in the Agreement.

(k) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;

(ii) Without prejudice to any other rights or remedies which CTU may have under this Agreement, upon occurrence of a Concessionaire Event of Default, CTU shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, CTU shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant fifteen (15) days to the Concessionaire to make a representation, and may after the expiry of such fifteen (15) days, whether or not it is in receipt of such representation, issue the Termination Notice.

4.6.2 **Termination for CTU Default**

(i) In the event that any of the defaults specified below shall have occurred, and CTU fails to cure such default within a Cure Period of ninety (90) days or such longer period as has been expressly provided in this Agreement, CTU shall be deemed to be in default of this Agreement ("CTU Event of Default"), unless such event has occurred as a result of a Force Majeure Event or Concessionaire Event of Default:

(a) CTU is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within ninety (90) days of receipt of notice thereof issued by the Concessionaire;

(b) CTU has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

(c) Any representation made or warranties given by CTU under this Agreement have been found to be false or misleading.

(ii) Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of a CTU Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing a Termination Notice to CTU; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform CTU of its intention to issue the Termination Notice and grant 15 (fifteen) days to CTU to make a notice, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such notice, issue the Termination Notice.

4.6.3 **Termination Payments**

Upon Termination of this Agreement, the Concessionaire shall be entitled to receive Termination payment as under:

(i) If the Agreement is terminated due to Concessionaire Event of Default, Termination Payment equal to three (3) months of Concession Fee payable to CTU shall be received by CTU and Performance Security (Bank Guarantee) shall be forfeited.

(ii) If the Agreement is terminated due to CTU Event of Default, the Performance Security shall be returned by CTU after making necessary deductions in terms of the Agreement.

4.6.4 **Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

(a) The Concessionaire shall allow CTU to take over, the Advertisement Space free and ensure it is from any Encumbrance.

(b) The Concessionaire shall remove itself, Equipment, employees and labour, all debris and waste from the depots of CTU Buses.

(c) The Concessionaire shall undertake necessary repairs on CTU Buses which were caused to Advertisement Space.

4.6.5 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

4.6.6 Rights of CTU on Termination

(a) Upon Termination of this Agreement for any reason whatsoever, CTU shall have the power and authority to:

(i) take control of the Advertisement Space.
(ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from dealing with the Advertisement Space;
(iii) substitute the Concessionaire with/ without inviting fresh bids for the Project;
(iv) enter into a Concession Agreement with any Person on such terms and conditions as it may deem fit.

(b) Notwithstanding anything contained in this Agreement, CTU shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Advertisement Space by the Concessionaire to CTU shall be free from any such obligation.

4.6.7 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

4.7 HANDBACK REQUIREMENTS

4.7.1 Ownership

Without prejudice and subject to the Concession, the ownership of the Advertisement Space, including all improvements made therein by the Concessionaire, shall at all times remain that of CTU.

4.7.2 Obligations of Concessionaire

(a) shall on the date of expiry or earlier termination of the Concession Period, shall cease control of the Advertisement Space.

(b) Upon expiry or earlier termination of the Concession Period a joint inspection of the Advertisement Space shall be undertaken by CTU and Concessionaire. CTU shall, within thirty (30) days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("Handback Requirements"), if any, to be carried out so as to conform to the O & M Requirements. The Concessionaire shall promptly undertake and complete such works/jobs within two (2) months of the expiry of the Concession Period.

4.7.3 Obligations of CTU

Upon expiry of the period of the Concession Agreement or early termination, CTU shall duly discharge and release to the Concessionaire the Performance Guarantee within six (6) months after the expiry of the Concession Period, subject to its right to deduct amounts towards:

(a) carrying out works/jobs listed under the agreement, which have not been carried out by the Concessionaire,

(b) any outstanding dues, which may have accrued in respect of the Advertisement Space during the Concession Period.

4.8 DISPUTE RESOLUTION

4.8.1 Amicable Resolution

(a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the parties and failing such resolution of the same, in accordance with the procedure set forth in sub-Article (b) below.

(b) Either Party may require the Dispute to be referred to Transport Secretary, UT, Chandigarh for amicable settlement. Upon such reference, both the Parties and the

Transport Secretary or his nominee (who can be an employee of Chandigarh UT dealing with the agreement or otherwise) shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Article given below.

4.8.2 Arbitration

a) Arbitrators

Any Dispute which is not resolved amicably as provided in this document shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of three arbitrators chosen from a panel of five arbitrators on the list of arbitrators available with CTU. One arbitrator is to be chosen by each Party and the third to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

b) Place of Arbitration

The place of arbitration shall be Chandigarh but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) Procedure

The procedure to be followed within the arbitration, / arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

g) Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Appendix 1: Schedule of Bidding Process

CTU would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
	Date of Issue of RFP	
1	Pre-Bid meeting	
2	Last date for receiving queries	
3	Issue of addendum	within 7 days from Pre Bid Meeting
4	**Proposal Due Date /Final Submission**	
5	Opening of Technical Submissions	
6	Opening of Financial proposals	
7	Issuance of Letter of Award (LOA)	
8	Signing of Agreement	

Appendix 2: Format for Covering Letter cum Project Undertaking

[On the Letter head of the Bidder (Lead Member in case of Consortium)]

Date:

To
Director Transport cum Divisional Manager
Chandigarh Transport Undertaking,
Plot no. 701, Industrial area-I
Chandigarh
Tel.:

Dear Sir,

Ref: Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by CTU. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal, with the details as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices & Enclosures is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder and submission of our financial proposal for the aforesaid Project.
5. I/ We shall make available to the CTU any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the CTU to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the CTU.
   (b) I/ We do not have any conflict of interest in accordance with Clause 2.12.4 of the RFP Document;
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.12.7 of the RFP Document, in respect of

any tender or request for proposal issued by or any agreement entered into with the CTU or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 2.12.5 to 2.12.7 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.11.2 of the RFP Document.

10. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Proposal in accordance with the terms of this RFP Document.

11. I/ We declare that we/ any Member of the Consortium, are/ is not a Member of any [other] Consortium submitting a Proposal for the Project.

12. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

14. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribed equity share capital.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification; we shall intimate the CTU of the same immediately.

16. We acknowledge that members in the Consortium shall hold the minimum shareholding in accordance with the provisions of the RFP Document. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of change in ownership. We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the CTU being liable to us in any manner whatsoever.

17. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the CTU forthwith.

18. We understand that the Consortium may incorporate itself as a Company under the Companies Act, 2013such prior to execution of the Agreement.

19. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the CTU in connection with the selection of the Bidder, or in connection with the

Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into an Agreement in accordance with the concession agreement that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid Concession Agreement and agree to abide by the same.
21. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.12.2 and 2.17.2 of the RFP Document). We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the CTU or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
22. The Concession Fee per Month has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
23. I/We confirm our having submitted the EMD of Rs. 13,50,000 Rupees (Thirteen Lakhs Fifty Thousand Only) to the CTU in accordance with the RFP Document. The EMD in the form of a Demand Draft is attached.
24. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
25. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP document.
26. I/We agree to keep and confirm that our Proposal is valid upto 6 months from Proposal Due Date.
27. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated this ……..Day of ……., 2020.

Name of the Bidder …….
Signature of the Authorised Person …….
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the authorised signatory of the lead member, in case of a Consortium.*

Appendix 3: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

(To Be Submitted by Bidder or Each Member of Consortium as the case may be)

Power of Attorney

Know all men by these presents, we …… (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms.…… …… (name and residential address) who is presently employed with us and holding the position of ……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses** including signing and submission of all documents and providing information / responses to Chandigarh Transport Undertaking("CTU"), representing us in all matters before CTU, and generally dealing with CTU in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____

(Signature)

(Name, Title and Address)

Accepted

…….. (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Bidder or Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 4: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney (To be executed by all the members of the Consortium)

Whereas the Chandigarh Transport Undertaking("CTU") has invited proposals from interested parties for **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses**

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. …… (Lead Member), and M/s …… (the respective names and addresses of the registered office) do hereby designate M/s. …… being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with CTU, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement(s) is entered into with CTU.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ……Day of …….2020

……

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Appendix 5: Format for Details of Bidder

1. (a) Name
   (b) Country of incorporation/registration[1]
   (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
   (d) Date of incorporation and/or commencement of business.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.

3. Details of individual/s who will serve as the point of contact / communication with CTU :

   (a) Name :
   (b) Designation :
   (c) Company :
   (d) Address :
   (e) Telephone Number :
   (f) E-Mail Address :
   (g) Fax Number :
   (h) Mobile Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :

   (a) Name :
   (b) Designation :
   (c) Company :
   (d) Address :
   (e) Telephone Number :
   (f) E-Mail Address :
   (g) Fax Number :
   (h) Mobile Number :

5. In case of a Consortium:

   (a) the information above (1-4) should be provided for all the members of the Consortium.
   (b) information regarding role of each member should be provided as per table below:

Sr. No.	**Name of Member**	**Role** (Specify Lead Member/ Other Member)
1.		
2.		

[1]Documentary proof of registration.

Appendix 6: Format for Financial Capability[#] of the Bidder

(Equivalent in Rs. Crores)

Bidder	Annual Turnover			
	Year 1 (From ---- to ----)	Year 2 (From ---- to -----)	Year 3 (From ---- to -----)	Average Turnover
Sole Bidder or Any One Member of Consortium				

[#] The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

General Instructions:

1. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2019-20, then Year 2 shall be the year immediately preceding Year 1.
2. The Bidder shall provide complete set of the **audited annual financial statements complete with schedules, notes to accounts, auditor's report.** Failure to do so would be considered as a non-responsive Proposal.
3. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
4. **Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.**
   In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

Appendix 7: Format for Experience of the Bidder

Name of the Bidder	Type of Urban Media Spaces	No. of Urban Media Spaces	No. of Months/Years
1	2	3	4
Sole Bidder			
OR			
Any One Member of the Consortium			

The Bidder shall provide the details of contract for all the media spaces specified above that have been used for calculation of media days above

This is to certify that _____*(Name of the Bidder)* has marketed operated and maintained ..... number of media spaces for a total number of .....months/years since_____as provided in Appendix 7 of the RFP document.

Signature of the Statutory Auditor of the Bidder

Appendix 8: Format for Affidavit Certifying that Entity / Directors of Entity are not blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. …… (Sole Bidder / Lead Member/ Other Member), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by CTU or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Proposal Due Date).

We further confirm that we are aware that as per Clause 2.12, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP Document at any stage of the Bidding Process or thereafter during the subsistence of Agreement.

Dated this ……..Day of ……., 201….

Name of the Bidder

…….
Signature of the Authorised Person

…….
Name of the Authorised Person

Note:
To be executed separately by all the Members in case of Consortium

Appendix 9: Format for Joint Bidding Agreement

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of ……, 20.....…

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, a company incorporated under the Companies Act, 1956 and having its registered office at …… (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

A. Chandigarh Transport Undertaking, represented by its **Director** having its office at Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-1, Chandigarh. (hereinafter referred to as the "CTU" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "Proposals") by its Request for Proposal Document dated ……(the "**RFP**") for **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses for a period of 4 years**

B. The Parties are interested in jointly bidding as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder, the Concession Agreement shall be signed by the Lead Member of Consortium.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and during the tenure of the Concession Agreement ;

b) Party of the Second Part shall be the Financial/ Other Member of the Consortium;

c) Details of share of revenue, breakup of scope of work shall be mutually worked out between the Consortium Members.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Scope of Services and in accordance with the terms of the RFP document and the Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;
(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect in accordance with the Concession Agreement in case the contract is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the contract, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by CTU to the Bidder, as the case may be.

8. Miscellaneous

1.1 This Joint Bidding Agreement shall be governed by laws of India.

1.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CTU.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER (First Part) by:	SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Chandigarh Transport Undertaking Director Transport, UT, Chandigarh, Plot No. 701,Industrial Area, Phase-1, Chandigarh.

Appendix 10: Format of Non-Collusion Certificate

Non -Collusion Certificate
(on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this ……..Day of ……., 2020.

Name of the Bidder

…….
Signature of the Authorised Person

…….
Name of the Authorised Person

Note:

- *To be executed by all the Members in case of Consortium.*

Appendix 11: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, _____son of _____ resident of _____ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses** Project.

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Chandigarh Transport Undertaking to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Chandigarh Transport Undertaking.

The undersigned also understands that furnishing of false information could result in disqualification of his company (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, Chandigarh Transport Undertaking shall withdraw the LOA or terminate the Agreement, as the case may be, without being liable in any manner.

Dated this ……Day of ……, 2020.

……Name of the Bidder
……Signature of the Authorised Person
……Name of the Authorised Person

Note:
To be executed separately by all the Members in case of Consortium.

Appendix 12: Format of Financial proposal

Date:

To
Director Transport cum Divisional Manager
Chandigarh Transport Undertaking,
Plot no. 701, Industrial area-I
Chandigarh

Re: Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses

We are pleased to submit our Price Proposal for the **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses** in Chandigarh. We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Proposal (RFP) Document, including the Concession Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

The Concession Fee of Rs. /- per Bus per Month for the Fleet Size shall be payable by us.

S. No	Type of Bus	No. of Bus	Concession Fee to be Quoted by Bidder per bus per month	Total Concession Fee Per Month
1	City Buses 12 m	139 (A)	(B)	E= AxB
2	City Buses 9 m	219(C)	(D)	F= CxD
	Total Bid Price per month((H)			E+F

We hereby agree that the actual payment schedule shall be as per the terms mentioned in the Concession Agreement.

The aforesaid monthly payment has been quoted by us after taking into consideration all the terms and conditions stated in the Bidding Documents including the RFP Document, Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the proposed location of Buses and all the conditions that may affect the Proposal.

…….Name of the Bidder

…….Signature of the Authorised Person

…….Name of the Authorised Person

Appendix 13: Format for Draft Letter of Acceptance (To be issued by Chandigarh Transport Undertaking)

Date :

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____

Subject: Letter of Acceptance for "Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses"

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} ("**SB**") by the Proposal Due Date (_____) in response to the Request for Proposal ("**RFP**") Document (along with the amendments made thereafter) released by Chandigarh Transport Undertaking("**CTU**") on ____ {date of release of RFP}.

2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by CTU for this purpose.

3. *Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}*

4. CTU, is now pleased to inform that SB has been selected as the Successful Bidder for Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses.

5. This letter is intended to convey CTU's acceptance, subject to the terms & conditions specified in the RFP Document issued to your company and conditions set out in the Agreement to be executed within 30 days from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a Concession Fee per Month of Rs _____ (Rupees _____) per Bus payable for each Quarter in advance.

6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within three (3) days from the date of this letter.

7. Further, you are also requested to comply, within one (1) week from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:

    (a) Execution of the Agreement;
    (b) Furnish a Performance Security from a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India for a sum equivalent to 10% of the Financial Proposal for 4 years of Concession Period as submitted by the Successful bidder payable to CTU, in terms of the Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with CTU. Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Agreement.

Yours truly,

Director Transport cum Divisional Manager
Chandigarh Transport Undertaking,

Appendix 14: Format of Acknowledgement Letter of Acceptance (To be submitted by Successful Bidder to CTU)

Date: (Within three (3) days of date of LOA)
To
Director cum Divisional Manager
Chandigarh Transport Undertaking
Chandigarh

Subject: Acknowledgement of Letter of Acceptance – Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses.

We are pleased to acknowledge the Letter of Acceptance issued by CTU vide their letter Ref. _____dated_____ for the **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses**

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within four (4) weeks of the date of the LOA:

1. Execute the Agreement
2. Furnish a Performance Security of the amount of Rs. _____ in terms of the Agreement
3. Further, the Successful Bidder should confirm that :

4.1 The Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the CTU or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The CTU makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the bidder confirms that it shall have no claim whatsoever against the CTU in this regard.

4.2 The Successful Bidder acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para 1 above and hereby acknowledges and agrees that the CTU shall not be liable for the same in any manner whatsoever to the Successful Bidder, the Consortium Members or any person claiming through or under any of them.

…….
Name of Successful Bidder/Lead Member
…….
Signature of the Authorised Person
…….
Name of the Authorised Person
Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the Lead Member, in case of a Consortium.*

Enclosure 1: Detail of EMD

1. Earnest Money Deposit

S. No.	Item	EMD Amount (Rupees)
1.	**City Buses**	Rs. 13,50,000/-

Annexure 1: Type and Sizes of City Buses

S. No.	Type of Bus	No. of Buses	Bus Size in meters	Depot No.
1	SML	170	9 m	2
2	Tata Midi	49	9 m	3
	Total	219		

S. No.	Type of Bus	No. of Buses	Bus Size in meters	Depot No.
1	Tata	100	12 m	4
2	Corona	39	12 m	3
	Total	139		

S. No.	Type of Bus	Placement of Advertisement (Bus Side)	Maximum Area Available for Advertisement (Outside) (in Ft.) (L xH)
1	SML	Left Hand Side	7’5” X 2’2”
		Right Hand Side	12’8” X 2’2”
		Back Side	3’5” X 2’5”
2	Tata Midi	Left Hand Side	7’2’’X 2’
		Right Hand Side	14’ X 1’2’’
		Back Side	4’6’’ X 1’6’’
3	Tata Bus (12 m)	Left Hand Side	10’7’’ X 2’10’’
		Right Hand Side	10’10’’ X 2’10’’
		Back Side	6’3’’ X 1’6”
4	Corona	Left Hand Side	7’ X 2’6’’
		Right Hand Side	10’ X 2’6’’

S. No.	Type of Bus	Placement of Advertisement (Bus Side)	Maximum Area Available for Advertisement (Inside) (in Ft.) (L xH)
1	SML	Side Upper Panel	
		Left Hand Side	4’3” X 1’1”
		Right Hand Side	4’3” X 1’1”
2	Tata Midi	Side UpperPanel	
		Left Hand Side	10’ 3’’ X 1’10’’
		Right Hand Side	15’6’’ X 1’10’’
3	Tata Bus (12 m)	Side UpperPanel	
		Left Hand Side	15’X 1’
		Right Hand Side	15’X 1’
		Driver Back Side Panel	1’4’’ X 2’7’’
		Conductor Side (Middle Panel)	1’9’’ X 1’9’’

Annexure 2: List of Negative Advertisements

CTU shall take necessary action to modify or remove any Advertisements showing or expressing:

(a) Nudity
(b) Racial advertisements or advertisements propagating caste community or ethnic differences;
(c) Advertisement promoting drugs, alcohol, cigarette or tobacco items;
(d) Advertisements propagating exploitation of women or child;
(e) Advertisement having sexual overtones;
(f) Advertisement depicting cruelty to animals;
(g) Advertisement depicting any nation or institution in poor light;
(h) Advertisement casting aspersion on any brand or person;
(i) Advertisement banned by any law;
(j) Advertisement glorifying violence;
(k) Lottery tickets, sweepstakes entries and slot machines related advertisements ;
(l) Destructive devices and explosives depicting items;
(m) Any psychedelic, laser displays;
(n) Advertisement of weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.);
(o) Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
(p) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
(q) Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code 1860; and
(r) Any other items considered inappropriate and notified from time to time by the Chandigarh Transport Undertaking (CTU) Chandigarh Administration.

Annexure3 – Depiction of Advertisements on City Buses

Left Hand Side Panel

Right Hand Side Panel

Back Panel

Left Hand Side Panel

Right Hand Side Panel

Back Panel

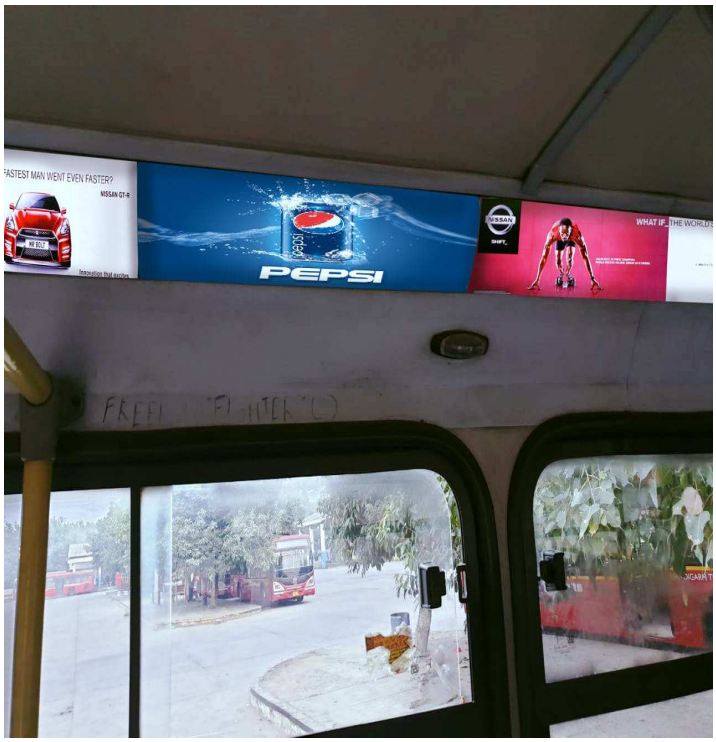
Advertisements Inside the bus

Middle of Bus

Driver Back

Grab Handles

Side Upper Branding



Procedure For e-bidding

1. The Bids shall be received electronically only through the website http://etenders.chd.nic.in.
2. Bid Document can be downloaded from the website of Chandigarh Administration http://etenders.chd.nic.in
3. The Bidders shall have to submit their Bids (Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-bidding process, the bidders need to register themselves on http://etenders.chd.nic.in. On registration they will be provided with a user id and system generated password enabling them to submit their bids online using Digital Signatures Certificates (DSC).
4. The Bids shall be uploaded in the electronic format on the website http://etenders.chd.nic.in. Scanned copies of bid fee, Earnest Money Deposit, document and eligibility documents shall also be uploaded along with Technical Bid within prescribed time limit.
5. Bid Fee if any and EMD in original as uploaded by the Bidder shall be placed in the manner as described in the bid documents and shall be submitted in person by the specified date and time in e-tender. The agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by CTU. The failure of the Agency to furnish the said original documents will entail summarily rejection of its Bid.
7. Instructions to Bidders regarding e-tendering process:
    a. Bids without digital signature will not be accepted by the Electronic Bidding System. No bid will be accepted in the physical form and in case it has been submitted in the physical form it shall be rejected summarily.
    b. Bids will be opened online as per time schedule mentioned in this document.
    c. Before submission of online bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
    d. It will be mandatory for all the Bidders to upload all the documents mentioned under Bid detail's template.
    e. CTU will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
    f. The details of EMD specified in the bid documents should be the same as submitted online (scanned copies) otherwise Bid will be rejected summarily.

8. For any Technical issue related to Electronic Bidding Portal, Bidders may contact the General Manager, CCBSS/Deputy Controller (F&A), CTU, Chandigarh or at ctu-chd@nic.in/cbsschandigarh@gmail.com , Ph No.-0172-2970357 (Extn-104).