REQUEST FOR PROPOSAL

# Request for Proposal

**for**

## Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 and Workshop Depot No 4.

**For**

## Chandigarh Transport Undertaking

**February, 2021**

CTU
Chandigarh Transport Undertaking

***Issued by***

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

## DISCLAIMER

The information contained in this Draft 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 supply, installation and marketing of Media Assets 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 for the project.

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 "**Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 and Workshop No. 4 for a period of 7 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 | : | **No.CT/CTU/2021/1172, dated 10-02-2021** |
| Date of Commencement of downloading of Bid Documents | : | **11-2-21 at 11.00 am** |
| Last date of seeking clarifications if any | : | **18-2-2021 up to 10.00 am** |
| Pre-Bid Meeting | : | **18-2-2021 at 11.30 am at Committee Hall 4th floor, Sector-9, UT, Secretariat, 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 | : | **05-03-2021 up to 2.00 pm** |
| Date and time of opening of Technical Bid | : | The bids will be opened online by the Authorised Officers on **05-03-2021 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**<br>O/o Director Transport, UT, Chandigarh,<br>Plot No. 701,<br>Industrial Area, Phase-1,<br>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/-**
Divisional Manager, CTU &
Director Transport, UT,
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 Operations Date |

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# 1 Introduction

## Definitions

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

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

3) "**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.

4) "**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.
(iii) Sole Proprietorship, Partnership firm, Limited Liability Partnership firm (LLP)

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

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

7) "**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.

8) "**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.

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

10) "**Lead Member**" shall mean a specific member in a Consortium duly nominated by other members of such Consortium.

11) "**Letter of Acceptance**" shall mean the letter issued by CTU to the Successful Bidder.

12) **"Media Assets"** comprise of LED Screen Display, Mobile Charging Kiosk, Digital Column Panels, Backlit Panels, Ticket Window Branding, Digital Standees, etc.

13) "**Project"** shall mean Supply, Installation, Marketing and Maintenance of Media Assets of CTU along with installation of Directional Signage's in ISBT.

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.

## Project Background

CTU proposes to identify a suitable entity that can supply, install, market and maintain the Media Assets of Chandigarh Transport Undertaking at ISBT 17, ISBT 43 & Workshop No. 4 along with the mandatory directional signages inside the ISBT area as per the requirements of CTU.

CTU Proposals are invited from suitable entities for supply, installation, marketing and maintenance of media assets of CTU (as set out in Annexure 1 of RFP) at ISBT 17, ISBT 43 & Workshops No. 4 for a period of 7 years. The successful bidder shall be selected through an open, transparent and competitive e-tendering process.

The Media Assets would be supplied, installed and 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.

Agreement for supply, installation, marketing and maintenance of Media Assets of CTU at ISBT 17, ISBT 43 & workshop No. 4 with installation milestones and management requirements/ specifications/ performance standards clearly set out in the Draft Concession Agreement is expected to be executed between CTU and the successful bidder within 30 days of issue of LOA.

## Brief Description of Bidding Process

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

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

The selected bidder shall be a Business Entity. The successful bidder shall be responsible for supply, installation, engineering, 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.

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

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 the due date and time of opening of Technical Bid. The bidder will ensure that EMD and Bid processing Fee submitted to CTU office should be same as photocopy submitted in Technical Bid as mentioned under Clause no 5 of Procedure of E Bidding of RFP. It is further clarified that in case the EMD and Bid processing Fee is different from physical submission and as uploaded in Technical Bid then participating bidder will be disqualified. Said clause stands amended with respect to physical submission of EMD and Bid processing Fee wherever mentioned in RFP.

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.

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

### Scope of Proposal

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

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 Agreement set forth in Part – II of this RFP Document and perform its obligations as stipulated therein, for the Project.

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

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.

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.

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.

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

This RFP Document is not transferable.

## 2.2 Eligible Bidders

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".

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.

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.

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**.

A Bidder who has not made payments/fees related to Advertisements on CTU assets or any Govt./Semi-Govt. Authority/MC anywhere in India then said participating bidder is liable to be rejected. The participating bidder has to give an undertaking in this regard as attached at **Appendix 8**.

## 2.3 Additional Requirements for Proposal Submitted by a Consortium

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

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.

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.

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.*

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 thereunder.

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 thereunder.

## 2.8 Contents of RFP Document

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

| | |
|---|---|
| Part I | Instructions to Bidders |
| Part II | Draft Concession Agreement |

## 2.9 Clarifications by Bidders

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.

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.

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

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.

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

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.

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

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.

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.

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

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 Govt. Institution/Board/Corporation or any Authority since the last five years 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) The FIR has been registered or charge sheet proceedings against the firm/partners of the firm or its director which is pending/ongoing in any court of law regarding execution of similar project/work executed/being executed.

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) Location/Size of media spaces/assets;
(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 Clause a) 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.

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

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 , 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, as the case may be, for the same.

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, 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 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.

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.

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 therefrom, 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)

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

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.

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;

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 therefor in the Agreement; 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

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.

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.

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

## 2.17 Bidders Responsibility

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.

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) all technical, installation, operational, maintenance and management details related to the Media Assets;
   (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

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

## Pre-Bid Meeting

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.

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 .

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.

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

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.

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: Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking
ADDRESS: Chandigarh Transport Undertaking, Plot No. 701, Industrial Area Phase-1, Chandigarh Tel. : 0172-2679002 Email: ctu-chd@nic.in

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.

## Format and Submission of Proposal

Bidders shall provide all the information as per this RFP Document and in the specified formats. Bids shall be uploaded online upto 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.

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;**

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.

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

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 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**.

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)

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

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

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 annual turnover.

The Bidder would be required to meet the qualification criteria as detailed in clause 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

Eligible Experience

The bidder needs to meet the following eligible experience:

| | | | |
|---|---|---|---|
| Number of Media Days | = | Total Number of Media Spaces of the Bidder | X Total number of days in the immediately preceding three financial years (April to March) from Proposal Due date for each type of the Media Space |

Minimum Technical Criteria = Greater than or at least Equal to 25% Media Days as mentioned in Enclosure 1.

For the purpose of illustration of the Bidder, the No. of Media Days may be calculated as under:

*Bidder is operating in the past 3 years preceding the Proposal Due Date*

*Hoardings/Unipoles - Nos. 100 for a period of 2 Years*
*Bus Queue Shelters (BQS) – Nos. 5 for a Period of 1 Year*
*Pole Kiosks - Nos. 50 for a Period of 3 Years*

*Then the No. of Media Days shall be calculated as*

*100 hoardings/Unipoles x2 years x 365 days +5 BQS x1 year x365 days +50 Pole Kiosks x 3 Years x 365 = 129575 Media Days*

*Hence the Eligible Experience of the Bidder is 129575 Media Days which shall have to be greater than or equal to 25% of the Media Days for the Project Mentioned in Enclosure-1.*

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 regarding authenticating the eligible experience. The Bidder shall also submit a copy of the agreement/ work order for all the media spaces.

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

Financial Capability Criteria

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 ending 31.03.2020 (Ref. **Appendix 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.

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.

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.

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

## Evaluation Criteria for Financial Capability

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 Two crore (Rs. 2 crore).

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

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.

Deleted

# B. Evaluation Methodology

## 3.5 Opening of Proposal

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.

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.

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

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

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

Deleted

Any information contained in the Proposal shall not in any way 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.

## Test of Responsiveness

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 signed, sealed, and marked as stipulated in Clause 2.19 and 2.20.
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 2.15.1& 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 Clause 2.3.3, as the case may be.
n) It is not non - responsive in terms hereof.

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.

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

## 3.7 Evaluation of Technical Submissions

As part of Qualification Phase (Phase I), the Technical Submissions as submitted 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.

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

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.

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

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.

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

The Proposal of the Bidders would be evaluated based on the Highest Concession Fee quoted per month as per financial proposal/ BoQ which shall be payable quarterly in advance by the Bidder to CTU in terms of the Concession Agreement. The Payment mechanism for the Concession Fee shall be as per the Concession Agreement.

Financial proposal of all Shortlisted Bidders shall be evaluated and a merit list shall be prepared with the Bidder quoting the highest Total Monthly Concession Fee ('D' as mentioned in Financial Proposal at Annexure-12) shall be given the highest rank of H1. The Bidder quoting the second highest Total Monthly 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.

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

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.

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.

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.

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

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

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

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.

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

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**.

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.

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

The Successful Bidder shall furnish Performance Security for a sum of 10% of Total Concession fee (7 years) valid for a period of 90 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.

Failure of the Successful Bidders to comply with the requirements of Clause **Error! Reference source not found.** 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)

## CONCESSION AND PROJECT SITE

Grant of Concession

a) Subject to and in accordance with the terms and conditions set forth in this Agreement, CTU hereby grants and authorizes the Concessionaire to investigate, study, design, engineer, finance, install, market, operate and maintain the Project Facility and to exercise and/or enjoy the rights to collect revenue from commercial utilization of space allocated as set forth in the Agreement (viz. display of advertisements, etc.) (Collectively "the Concession").

b) The Concessionaire shall be the sole and exclusive entity entitled to undertake the supply, installation, marketing and maintenance of Media Assets of CTU at ISBT 17, ISBT 43 & workshop No. 4 as set out in Annexure-1. It is hereby clarified that there shall be no exclusivity in relation to any other component of the Project being provided under this Agreement.

c) Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall oblige and entitle (as the case may be) the Concessionaire to:

i. bear and pay all expenses, costs and charges incurred in the fulfilment of all the Concessionaire's obligations under this Agreement;
ii. supply & install the Media Assets & directional signages
iii. manage operate and maintain the Project;
iv. perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;
v. undertake any other services, activities which are incidental to or required to be undertaken for the Project;
vi. undertake all such other and further acts, deeds, things and provide all such services as are incidental to or necessary or required for undertaking and completing the Project.

Concession Period

The Concession hereby is granted for a period, of 7 years as indicated in Schedule B, from the Commencement Date during which the Concessionaire is authorized to implement the Project and to operate the Project Facility in accordance with the provision hereof. Provided that, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Commencement Date and ending with the Termination Date.

Acceptance of the Concession

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

Project Site

(a) CTU hereby undertakes to handover to the Concessionaire physical possession of the Project Sites for supply, installation, marketing and maintenance of Media Assets of CTU at ISBT 17, ISBT 43 & workshop No. 4 free from Encumbrance within 15 days from the date of this Agreement together with the necessary rights of way/way leaves for the purpose of implementing the Project in accordance with this Agreement.

(b) CTU confirms that upon the Project Site being handed over pursuant to the preceding sub-Article (a) the Concessionaire shall have the right to enter upon and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this Agreement.

(c) The list of project sites set out in Annexure 1 shall be reviewed jointly by Concessionaire and CTU to identify if any Media Assets need to be relocated due to external exigencies as may be referred to by the Concessionaire to CTU or felt by CTU on its own due to any development issues or any other reason/issue may be felt appropriate by CTU. Such identified Media Assets shall be removed from the list attached at Annexure 1 and pro-rata reduction in Concession Fee shall be applicable in such cases.

Use of the Project Site

The Concessionaire shall not without prior written consent or approval of CTU use the Project Site for any purpose other than for the purposes of the Project/the Project Facility and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by CTU.

Deleted

Peaceful Possession CTU

warrants that:

(a) CTU has the right to grant the concession for the purpose of this Project and CTU has full powers to hold and deal with the same consistent, inter-alia, with the provisions of this Agreement;

(b) the Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part thereof had been acquired from and that the same shall be the sole responsibility of CTU; and

(c) the Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person / Company claiming any right, title or interest in or over the Project Site or any part thereof CTU shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings and also keep the Concessionaire indemnified against any direct or consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

Rights over the Project Site

(a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement.

(b) The Concessionaire shall allow access to, and use of the Project Site/ Project Facility for the authorities/agencies laying telegraph lines, electric lines or such other public purposes as CTU may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location.

(c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained herein shall be construed or interpreted as restriction on the right of the Concessionaire to appoint any Contractor for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project / Project Facility.

## 4.2 OBLIGATIONS AND UNDERTAKINGS

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Parties agree and undertake as under:

General Obligations of the Concessionaire The

Concessionaire shall at its own cost and expense:

(i) Undertake inventorying, dismantling and disposal of existing structures, wherever installed. CTU and the Concessionaire shall jointly undertake such

activity, any serviceable material shall be sold and the money recovered after deduction of removal charges shall be deposited with CTU.

(ii) investigate, study, design, engineer, finance, install, operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement, Good Industry Practice and Applicable Laws;

(iii) obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;

(iv) ensure that services of water supply, sewerage, drainage, electricity, telephone etc. in the vicinity, encountered during the period of installation/running/maintenance of the Media Assets are not damaged. In case these are required to be shifted, the same shall be done at the expense / cost of concessionaire;

(v) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;

(vi) ensure and procure that each Project Agreement contains provisions that would entitle CTU or a nominee of CTU to step into such Agreement at CTU's discretion, in place and substitution of the Concessionaire in the event of Termination pursuant to the provisions of this Agreement;

(vii) provide all assistance to CTU or its authorised representative as they may reasonably require for the performance of their duties and services under this Agreement;

(viii) provide to the CTU, reports on a regular basis during the Implementation Period and the Operations Period in accordance with the provisions of this Agreement;

(ix) shall adhere to the provisions and guidelines issued by CTU in connection with display of advertisement *inter alia*, relevant Act, Bye laws and guidelines.

(x) appoint, supervise, monitor and control the activities of Contractors under their respective Project Agreements as may be necessary;

(xi) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;

(xii) develop, implement and administer a surveillance and safety program for the Project/Project Facility and the users thereof and the Contractors' personnel engaged in the provision of any services under any of the Project Agreements including correction of safety violations and deficiencies, and taking of all

other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;

(xiii) not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the Concessionaire therein, save and except as expressly set forth in this Agreement;

(xiv) be responsible for safety, aesthetics and security of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;

(xv) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;

(xvi) operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;

(xvii) ensure that Project Site and facilities created are not defaced by any kind of writings/posters

(xviii) deal with electricity supply company/department for obtaining sub meter connection, making regular bill payment for consumption of electricity, operational requirements etc.

(xix) Advertisement tax/fee payable to MC, Chandigarh shall be paid separately by the Concessionaire to MC, Chandigarh and proof of such payment made shall be deposited to CTU along with concession fee. The advertisement fee payable to MC, Chandigarh is as per Notification dated 07.11.2019 issued by Chandigarh Administration, Finance Department. In case of any enhancement/revision of advertisement fee by the MC, Chd. or Chandigarh Administration in future, the same will have to be paid by the successful bidder as per revised notification from time to time. Advertisement fee is applicable only on the outer area/surfaces of the ISBT's and there is no advertisement fee to be payable on inside surfaces of the ISBT's.

Obligations of the Concessionaire during Implementation Period

(a) The Concessionaire shall, before commencement of installation of the Project;

(i) submit to the CTU or its authorised representative with due regard to Project Completion Schedule and Scheduled Project Completion Date, its design and installation time schedule;

(ii) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project and to

deal with CTU or its authorised representative and to be responsible for all necessary exchange of information required pursuant to the Agreement;

(iii) undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the Project Completion Schedule and to achieve Project Completion under and in accordance with the Agreement;

(b) The Concessionaire shall, at all times, afford access to the Project Site, to the authorised representatives of CTU, and officer of any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection, to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

(c) The Concessionaire shall apply for and obtain all necessary clearances and/or approvals for the installation of Media Assets.

(d) The Concessionaire shall bear all costs and charges for special or temporary sites required by it in connection with access to the Project Site. The Concessionaire shall obtain at its cost such facilities on or outside the Project Site as may be required by it for the purposes of the Project and the performance of its obligations under the Agreement.

(e) In case of loss due to theft or damage to the assets created in the Media Assets, the Concessionaire shall be responsible for making good the same immediately at its own cost and shall continue to keep the Media Assets operational and available for public use, at all times, within the Concession Period.

Obligations of Chandigarh Transport Undertaking (CTU)

CTU shall:

(i) hand over the physical possession of the Project Site in terms of Agreement and Schedule C.

(ii) Grant or where appropriate provide necessary assistance as far as possible to the Concessionaire in securing Applicable Permits, permissions and approvals required for implementation and operation of the project. However, the Concessionaire shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.

## PROJECT IMPLEMENTATION AND OPERATIONS

Monitoring and Supervision during Implementation

The Concessionaire shall submit to CTU or its authorised representative, a schedule for installation of the Media Assets in a phased manner so as to cause least inconvenience to the public. Most of the installation work shall be carried out off peak hours keeping in view the safety of passengers. The Concessionaire shall give to the CTU or its authorised representative, its complete programme for different stages of execution, planning, designing, fabrication, and erection etc. of the Project.

(a) During the Implementation Period, the Concessionaire shall furnish to CTU monthly reports on actual progress of Installation works and furnish any other relevant information as may reasonably be required by CTU.

(c) For the purposes of determining that the Installation works are being undertaken in accordance with Specifications and Standards and Good Industry Practice and for quality assurance, the Concessionaire shall carry out such Tests at such time and frequency and in such manner as may be required by the CTU or its authorised representative or as may be necessary in accordance with Good Industry Practice. The Concessionaire shall with due diligence carry out all such Tests in accordance with the instructions and under the supervision of CTU or its authorised representative. The Concessionaire shall promptly carry out such remedial measures as may be necessary to cure the defects or deficiencies, if any, indicated in such Test results. The CTU or its authorised representative shall furnish the results of such Tests to the CTU within seven days thereof and also promptly report to the CTU the remedial measures taken by the Concessionaire to cure the defects/deficiencies if any indicated in the Test results.

(d) If the CTU or its authorised representative reasonably determines that the rate of progress of the installation of the Project is such that the Project Completion is not feasible on or before the Scheduled Project Completion Date, it shall so notify the Concessionaire and the CTU. There upon, the Concessionaire shall within 15 (fifteen) days thereof notify CTU or its authorised representative about the steps it proposes to take to expedite progress and the period within which it shall achieve COD.

Project Completion

(a) The Project shall be deemed to be completed only when the Completion Certificate is issued by CTU or its authorised representative in accordance with the provisions of the agreement (the "Project Completion").

(b) The Concessionaire guarantees that the Project Completion shall be achieved in accordance with the provisions of this Agreement and as set out in Schedule C ("The Scheduled Project Completion Date"). If the Project Completion is not achieved by the Scheduled Project Completion Date for any reason other than Force Majeure or reasons attributable to CTU, the Concessionaire shall be liable to pay liquidated damages for delay beyond the Scheduled Project Completion Date, to the extent of Rs. 1,000 (Rs. One Thousand) per unit per week or part

thereof for delay of every week or part thereof, Provided that such liquidated damages do not exceed the amount of Performance Security submitted. Provided further that nothing contained in this sub-Article (c) shall be deemed or construed to authorize any delay in achieving Project Completion.

(c) If the COD does not occur within fifteen (15) days from the Scheduled Project Completion Date, CTU shall, subject to the provisions of this Agreement relating to excuse from performance of the Concessionaire's obligations hereunder, be entitled to Terminate this Agreement in accordance with the provisions of Agreement

Operation and Maintenance

The Concessionaire shall operate and maintain the Project/Project Facility by itself, or through a Contractor and if required, modify, repair or otherwise make improvements to the Project/ Project Facility to comply with Specifications and Standards, and other requirements set forth in this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. More specifically, the Concessionaire shall be responsible for:

(i) Undertaking daily cleanliness of the Project Facility.

(ii) Ensuring the safety and security of the Project Facility.

(iii) Undertaking routine maintenance including prompt repairs of cracks, concrete joints, lighting and signages;

(iv) Undertaking maintenance works in accordance with Maintenance Manual and the Maintenance programme;

(v) Preventing any encroachments or any unauthorized usage of the Project Facility

Maintenance Manual

The Concessionaire shall in consultation with CTU or its authorised representative evolve not later than 30 (thirty) days before the Scheduled Project Completion Date, a manual for the regular and preventive maintenance (the "Maintenance Manual"), and shall ensure and procure that at all times during the Operations Period, the Project is maintained in a manner that it complies with the Specifications and Standards. The Concessionaire shall supply, at least one month before the COD, 2 (Two) copies of the Maintenance Manual to CTU or its authorised representative.

Maintenance Programme

(a) Not later than forty five (45) days before the beginning of each Accounting Year, the Concessionaire shall provide to CTU, its proposed programme of preventive

and other scheduled maintenance of the Project subject to the Minimum Maintenance Requirements set forth in Schedule 'A' necessary to maintain the Project at all times in conformity with the Specifications and Standards (the "Maintenance Programme"). Such Maintenance Programme shall include but not be limited to the following:

(i) intervals and procedures for the carrying out of inspection of all elements of the Project;

(ii) criteria to be adopted for deciding maintenance needs;

(iii) preventive maintenance schedule;

(iv) intervals at which the Concessionaire shall carry out periodic maintenance; and

(v) intervals for major maintenance and the scope thereof.

(b) Maintenance shall include replacement of equipment, consumables and repairs to equipment, pavements, structures and other civil works, which are part of the Project/Project Facility.

(c) The Concessionaire shall keep the Project Facility in a clean, tidy and orderly condition free of litter and debris.

(d) The Concessionaire shall be responsible for the maintenance of the drainages within the individual Media Assets in accordance with Good Industry Practice.

Emergency De-commissioning

(a) If CTU, in public interest, is of the opinion that there exists an Emergency or any other situation, which warrants decommissioning and closure of whole or any part of the Project/Project Facility (Media Assets), CTU shall notify to the Concessionaire to de-commission and close the whole, or the relevant part of the Project for so long as such Emergency and the consequences thereof warrant. The CTU may issue such directions as it may deem appropriate to the Concessionaire for dealing with such Emergency and the Concessionaire shall abide by the same.

(b) The Concessionaire shall De-commission the Project/Project Facility or the affected part thereof on receiving the instructions from CTU in this regard.

(c) In case the decommissioning or closure is of permanent nature then CTU will allocate alternative sites if available. In case alternative locations are not made available the same shall be adjusted proportionately.

Rectification of Defects

(a) Save and except as otherwise expressly provided in this Agreement, if the project or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project conform in every respect to the Specifications and Standards, quality and performance as prescribed by this Agreement.

(b) In the event the Concessionaire does not maintain and/ or repair the Project or part thereof up to and in accordance with the Specifications and Standards and / or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works within (7) Seven days of notice in this behalf from CTU, CTU shall, without prejudice to its rights/remedies under this Agreement, including Termination, be entitled to undertake to cause the repair and maintenance of the Project at the risk and cost of the Concessionaire. The Concessionaire shall reimburse to CTU within seven days of demand the costs and expenses incurred by CTU for undertaking such repairs and maintenance.

(c) If the Concessionaire commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.

(d) The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:

(i) Force Majeure Event;

(ii) compliance with a request from CTU or the directions of any Government Agency the effect of which is to close all or any part of the Project.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project for use provided they can be safely operated and kept open for users.

Monitoring and Supervision during Operations

(a) The Concessionaire shall undertake periodic inspection of the Project in accordance with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the CTU

(b) CTU or its authorised representative shall undertake periodic inspection of the Project jointly with the Concessionaire to determine the condition of the Project including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and

make out a report of such inspection (the "O&M Inspection Report') and forward it to the Concessionaire. The O&M Inspection Report shall set forth defects and deficiencies, if any, and may also require the Concessionaire to undertake such tests as may be specified by CTU for the purpose of determining that the Project is at all times in conformity with the Specifications and Standards. The Concessionaire shall within 15 (Fifteen) days of the receipt of the O&M Inspection Report from CTU rectifies the defects and deficiencies and undertake such tests, if any, set forth therein, without any delay and furnish compliance thereto and/or results thereof to CTU along with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies indicated in such results. Such inspection or submission of O&M Inspection Compliance Report by the Concessionaire shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever. Where the remedying of such defects or deficiencies and/or undertaking such tests is likely to take more than 30 (thirty) days in accordance with Good Industry Practice, the Concessionaire shall undertake the works in accordance with such practice and submit progress reports of such works every fortnight and finally the O&M Inspection Compliance Report.

Penalties

Penalties shall be as following:

| S. No. | Parameter | Penalty |
|---|---|---|
| 1 | Advertisement Space & Signages | |
| a. | Poor Cleaning/Maintenance | Rs 500/- per incident |
| b. | Improper mounting | Rs 500/- per incident |
| c. | Faded/damaged advertisement | Rs 500/- per incident |
| 2 | Repeated damage to advertisement space/site/ Signages | Rs 1000/-per incident |

- The penalty shall not exceed 10% of the monthly Concession Fee

## CONCESSION FEE

The Concession Fee

(a) In consideration of the grant of Concession the Concessionaire shall pay to CTU a Monthly Concession Fee in terms of the details set out in Schedule B on quarterly basis. The Monthly Concession Fee shall be paid on a quarterly basis in advance within 7 days of start of month till the end of the Concession Period and shall be increased by five percent (5%) year on year till the expiry of the agreement. 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.

## 4.5 CHANGE OF SCOPE/CHANGE IN THE NUMBER OF MEDIA ASSETS

Change of Scope

(a) CTU may, notwithstanding anything to the contrary contained in this Agreement, require provision of such addition/deletion to the works and services on or about the Project which are beyond the scope of the Project as contemplated by this Agreement ("Change of Scope"); the Concessionaire shall carry out such additions/deletions on such terms and conditions as mutually agreed upon. The pro rata concession fees shall be payable in case of addition/deletion in the works and services of the project.

(b) The CTU may, at any time after COD decide to change the capacity of the project by increasing/decreasing the number of Media Assets. The Concessionaire shall submit detailed drawings for the areas being covered by the Media Asset's, and where there is a need felt by CTU to increase/decrease the number of Media Asset's as per requirement or any litigation issues, it shall be offered to the Concessionaire on similar terms as set out in this Agreement.

## 4.6 FORCE MAJEURE

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.

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, quarantine restrictions, freight embargoes explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative. It will not be applicable if other buses of the society or CTU are in operation.

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.

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.

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.

In situation like lockdown, the decision on waiver/ relaxation in concession fee shall be as per the decision of the competent authority of CTU on case to case basis."

## 4.7 EVENTS OF DEFAULT AND TERMINATION

Concessionaire Event of Default

Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Events of Default") unless such event has occurred as a result of a CTU Event of Default or a Force Majeure Event;

a) The Concessionaire fails to commence the Installation Works within 15 days from the handover of the Project Site.

b) The Concessionaire fails to achieve COD within 15 days from the Scheduled Project Completion Date.

c) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading.

d) The Concessionaire creates any Encumbrance on the Project Site/ Project Facility in favour of any Person save and except as otherwise expressly permitted under this agreement.

e) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire.

f) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements, and provided that:

   (i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

   (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a creditworthiness at least as good as that of the Concessionaire as at the Commencement Date; and

   (iii) each of the Project Agreements remains in full force and effect.

g) The Concessionaire suspends or abandons the operations of the Project without the prior consent of CTU, provided that the Concessionaire shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) on account of a breach by CTU of its obligations under this Agreement.

h) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

i) The Concessionaire suffers an attachment being levied on any of its assets causing a Material Adverse Effect on the Project and such attachment continues for a period exceeding 45 days.

j) The Concessionaire has neglected or failed to regularly and properly maintain the Media Assets in clean and hygienic conditions and to keep the Media Assets in a state of good condition at its own cost.

k) The Concessionaire has delayed any payment that has fallen due under this Agreement and if such delay exceeds 60 (Sixty) days.

l) The Concessionaire is otherwise in Material Breach of this Agreement and wishes to surrender. The surrender will be accepted for complete package of the Media Assets only and not partly.

m) The Concessionaire enters into with his Agent/Client, a transaction which in the opinion of CTU is not an 'arm's length transaction' as defined herein.

n) Any breach of terms and conditions of this agreement.

CTU Event of Default

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 30 (thirty) 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 for reasons other than any breach, default or lapse on the part of the CTU:

a. CTU is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of receipt of notice thereof issued by the Concessionaire;

b. CTU has failed to handover Project Site to the Concessionaire in terms of this agreement and any extension thereof;

c. CTU has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

Termination for Concessionaire Event of Default

a. Without prejudice to any other right or remedy which CTU may have in respect thereof under this Agreement, upon the 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 in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure Period) CTU shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further, that

i. if the default is not cured within 30 (thirty) days of the Preliminary Notice, CTU shall be entitled to encash the Performance Security with a notice to the Concessionaire (Encashment Notice),

ii. if the default is not cured within 30 (thirty) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period in accordance with this agreement,

b. The following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement :

(i) The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for damages caused by its breach or default;

(ii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;

(iii) If the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by CTU or any Government Agency hereunder the applicable Cure Period shall be extended by the period taken by CTU or the Government Agency to accord the required approval.

Termination for CTU Event of Default

a. Without prejudice to any other right or remedy which Concessionaire may have in respect thereof under this Agreement, upon the occurrence of a CTU Event of Default, Concessionaire shall, be entitled to terminate this Agreement by issuing a Termination Notice to the CTU, provided that before issuing the Termination Notice, Concessionaire shall by a notice in writing inform the CTU of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure Period) Concessionaire shall be entitled to terminate this Agreement by issuing the Termination Notice.

b. The following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement :

(i) The Cure Period provided in this Agreement shall not relieve the CTU from liability for damages caused by its breach or default;

(ii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;

Rights of CTU on Termination

Upon Termination of this Agreement for Concessionaire Event of Default or any reason whatsoever, CTU shall have the power and authority to

(a) take possession and control of Project Assets forthwith;

(b) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Project Assets/dealing with the Project or any part thereof;

(c) step in and succeed upon, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as CTU may in its discretion deem appropriate with effect from the date of communication of such election to the counter party to the relative Project Agreements. Provided any sums claimed by such counter party as being due and owing for the works and services performed or accruing on account of any act, omission or event prior to such date of election, shall and shall always constitute debt between the Concessionaire and such counter party and CTU shall in no way or manner be liable or responsible for such sums. The Concessionaire shall ensure that the Project Agreements contain provisions necessary to give effect to the provision of this document.

(d) Concessionaire shall not be entitled for any interest on any security/ advance/ earnest money etc.

(e) No payment shall be made to Concessionaire for Concessionaire Event of Default and CTU shall encash the Performance Security submitted by the Concessionaire.

Termination Payments

Termination Payment to Concessionaire for CTU Event of Default

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

(a) Prior to COD

If the Agreement is terminated due to CTU Event of Default, the Concessionaire shall receive from CTU, Termination Payment equal to Book Value of Project Assets and accrued interest thereon at the rate of eighteen percent (18%) per annum, from the date of handover of Project Site.

(b) After COD

(i) If the Agreement is terminated due to Concessionaire Event of Default, Concessionaire shall pay to CTU, Termination Payment equal to 70% of the Book Value of Project Assets as on the date of Termination Notice.

(ii) If the Agreement is terminated due to CTU Event of Default, the Concessionaire shall receive from CTU, Termination Payment equal to the Book Value of Project Assets as on the date of Termination Notice.

Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to CTU with the necessary particulars, and in the event of any delay, CTU shall pay interest at a rate equal to 18% (eighteen per cent) on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by CTU of its payment obligations in respect thereof hereunder.

## HANDOVER AND DEFECT LIABILITY PERIOD

Handing Over of the Project Assets

Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over vacant and peaceful possession of the Project Site at no cost to CTU and such activity shall be done through a detailed plan.

Joint Inspection and Removal of Deficiency

The joint inspection shall be initiated at least 3 months before the actual date of expiry of the Concession Period by CTU and the Concessionaire. CTU shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/jobs/additions/alterations, if any, to be carried out to bring the Project to the prescribed level of service condition at least two months prior to the date of expiry of the Concession Period. In case the Concessionaire fails to carry out the above works, within the stipulated time period the CTU shall be at liberty to have these works executed by any other Person at the risk and cost of the Concessionaire and any cost incurred by CTU in this regard shall be reimbursed by the Concessionaire to CTU within 7 days of receipt of demand. For this purpose, CTU shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to forfeit the Performance Security and/or to set off any amounts due, if any, and payable by CTU to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire.

Recovery of Balance Concession Fee

(a) The share of CTU due in the cumulated Net Revenue receivable of the Concessionaire at the end of Concession Period as reflected in the last audited project account shall be recovered by CTU from the Performance Security. The

balance remaining un-recovered amount, if any shall be paid by the concessionaire to CTU along with the Concession Fee payable for the last quarter.

(b) The share of CTU due shall be calculated at the rate applicable as on the date of respective outstanding invoice.

## DISPUTE RESOLUTION

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 clause below.

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 |
| 3 | **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,

**Re: Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking**

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, 2013 such 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 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 a) 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._____(Rupees _____) 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 **Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking,** 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 **Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking**

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 | No of media spaces | No of days managed (Maximum of 3 financial years prior to the Proposal Date) | Number of Media days |
|---|---|---|---|
| 1 | 2 | 3 | 4 = (2x3) |
| 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 .....days 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

**(AFFIDAVIT BY THE BIDDER ON STAMP PAPER OF Rs. 15/- DULY ATTESTED FROM THE EXECUTIVE MAGISTRATE 1ST CLASS/NOTARY PUBLIC)**

*Affidavit*

1. I, Sh._____S/o Sh._____Working as _____ of the firm namely M/s._____are duly authorized to apply for this Tender.
2. I/we, the undersigned, have read and understood the above detailed terms and conditions of RFP as well as Tender Notice and undertake to abide by them.
3. I/we undertake that that I/My firm/Company/LLP have not been blacklisted /debarred/ prosecuted by the Central/UT/State Government/Undertaking/ Board/ Corporation /Authority/Court of Law. Also presently (on the date of submission of the tender) the effect of Blacklisting and prosecution is complete/over.
4. I/we hereby undertake that there are no pending dues to be deposited by the agency with any Government Department//Govt. Undertaking along or Board or Corporation or Organization/Public Sector Undertaking anywhere in the country, for any completed works.
5. Bidder shall also submit an undertaking that no FIR has been registered or charge sheet proceedings against the firm/partners of the firm or its director which is pending/ongoing in any court of law regarding execution of similar project/work executed/being executed and the company/firm/agency has not been blacklisted/debarred by any Govt. Institution/Board/Corporation or any Authority since the last five years.
6. I/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.

7. Verified that the contents of my affidavit/ undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

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 cum Divisional Manager CTU, 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 **Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking.**

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

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

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

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

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<br>For and on behalf of<br>LEAD MEMBER (First Part) by: | SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>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 **Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking** 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: Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking**

We are pleased to submit our Financial Proposal for the **Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking**, Project. 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 financial proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

The Total Monthly Concession Fee for ISBT 17, ISBT 43 and Workshop No. 4 quoted Media Asset wise is as follows:

| **A** | **ISBT 17** | | | |
|---|---|---|---|---|
| S. No | Type of Media Asset | No. of Media | Per Unit Monthly Concession Fee | Total Monthly Concession Fee |
| 1 | Digital LED Screen | 3 | | |
| 2 | Digital LED Panel | 1 | | |
| 3 | Digital Standee | 10 | | |
| 4 | Mobile Charging Kiosk | 2 | | |
| 5 | LED Backlit Panel | 9 | | |
| 6 | Digital Column Panel (Four side) | 16 Pillars | | |
| 7 | LED Backlit Panel :Ticket Window Branding(2 side) | 9 | | |
| | Total (A) | | | |
| **B** | **ISBT 43** | | | |
| S. No | Type of Media Asset | No. of Media | Per Unit Monthly Concession Fee | Total Monthly Concession Fee |
| 1 | Digital LED Screen | 6 | | |
| 2 | Digital Standee | 9 | | |

| | | | | |
|---|---|---|---|---|
| 3 | Mobile Charging Kiosk | 4 | | |
| 4 | LED Backlit Panel | 9 | | |
| 5 | Digital Column Panel (Four side) | 20 Pillars | | |
| 6 | LED Backlit Panel :Ticket Window Branding(2 side) | 12 | | |
| | Total (B) | | | |
| **C** | **Workshop No. 4** | | | |
| 1 | Backlit Panels | 2 | | |
| 2 | Gate Branding | 1 | | |
| | Total (C) | | | |
| | **Grand Total D = (A+B+C)** | | | |

- *Pro-rata reduction in the Monthly Concession Fee depending upon the installation of number of media assets.*

We quote a Monthly Concession Fee of Rs._____(*in figures*) Rupees _____ (*in words*) for the aforementioned media assets payable quarterly in advance to Chandigarh Transport Undertaking.

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

The aforesaid concession fee 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 Media Assets and all the conditions that may affect the Proposal.

…….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 Lead Member, in case of a Consortium.*
- *In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*

# 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 "Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking"**

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 Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking.

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 one (1) week from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a Concession Fee per Month of Rs _____ (Rupees_____) payable for each Quarter in advance in addition to the guaranteed payment.

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 5% of the Financial Proposal 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 – Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking.**

We are pleased to acknowledge the Letter of Acceptance issued by CTU vide their letter Ref._____dated_____ for the **Supply, Installation, Marketing and Maintenance of Media Assets at ISBT 17, ISBT 43 & workshop No. 4 of Chandigarh Transport Undertaking** 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 :

   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 Successful Bidder confirms that it shall have no claim whatsoever against the CTU in this regard.

   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: Details of EMD & Media Days

## 1. Earnest Money Deposit

| S. No. | Item | EMD Amount (Rupees) |
|---|---|---|
| 1. | ISBT 17, ISBT 43 & Workshop No.4 | 13,25,000 |

## 2. Media Days

| S. No. | Item | Total Media Days[2] | Media Days Eligibility (at least 25% of the Media Days) |
|---|---|---|---|
| 1. | ISBT 17, ISBT 43 & Workshop No.4 (Total Media =113) | 288715 (Total no of media x 365 x 7) | 72178 |

[2] Refer the Number of Media Days of the Project for which the RFP has been issued to calculate the Eligibility for Media Days Experience

# Annexure 1: List of Media Assets

**ISBT 17**

| S. No. | Media Type | Media Location | No. of Media |
|---|---|---|---|
| 1. | Digital LED Screen | Near Rear entry gate/Pick & Drop Entry | 1 |
| 2. | Digital LED Screen | In Passage towards local Bus stand | 1 |
| 3. | Digital LED Screen | On Food Court Wall | 1 |
| 4. | Digital LED Panel | Opposite Bus Bay /Near AC waiting Hall Volvo Bus Stand (Washroom ) | 1 |
| 5. | Digital Standee | Passage/ Walkway of de-boarding point, opp. Juice shop, opp. Tea & cold drink shop | 5 |
| 6. | Digital Standee | Near Book Stall & Bus Stand for ISBT 43 Buses | 2 |
| 7. | Digital Standee | Near Local Bus Stand (Pillar No. 16, & Back side of counter L 13 | 2 |
| 8. | Digital Standee | Outside AC Waiting Hall | 1 |
| 9. | Mobile Charging Kiosk | Inside A/c Waiting Hall | 1 |
| 10. | Mobile Charging Kiosk | Near Local Bus Stand | 1 |
| 11. | Digital column Panel | Passage/ Walkway/Pillar No's- 28, 30, 33, 35, 37, 39 | 6 Pillars (4 sides) |
| 12. | Digital column Panel | Pillars near meeting point | 6 Pillars (4 sides) |
| 13. | Digital column Panel | Local bus Stand Pillars No's- 1, 2, 4, 6 | 4 Pillars (4 sides) |
| 14. | Backlit Panel (On Ground) | Opposite Local Bus Stand (open Area) | 2 |
| 15. | Backlit Panel (On Ground) | Opposite Sub Urban Bus Bays (open Area) | 2 |
| 16. | Backlit Panel (On Ground) | Near Main Entrance (open Area) | 5 |
| 17. | Digital Panels on Ticket Window Kiosks | Ticket Window Kiosks, Counter No's - L3, L8, L11, L12, L17, L20, L22, L24, L39 | 9 (2 sides) |
| 18. | Total | | 50 |

**ISBT 43**

| S. No. | Media Type | Media Location | No. of Media |
|---|---|---|---|
| 1 | Digital LED Screen | Main Entrance | 1 |
| 2 | Digital LED Screen | Local Bus Stand, Near Washroom (Near Counter No. L-15) | 1 |
| 3 | Digital LED Screen | Waiting Area/ Atrium | 4 |
| 4 | Digital Standee | Volvo Bus Entrance, near Food Court | 1 |
| 5 | Digital Standee | Opposite Atrium in the Passage | 2 |
| 6 | Digital Standee | Opposite Station Supervisor Room | 1 |
| 7 | Digital Standee | Opposite Volvo counters | 2 |
| 8 | Digital Standee | Outside AC Waiting Hall | 1 |
| 9 | Digital Standee | Near Local Bus Stand | 2 |
| 10 | Mobile Charging Kiosk | Waiting Area/ Atrium | 2 |
| 11 | Mobile Charging Kiosk | Inside A/c Waiting Hall | 1 |
| 12 | Mobile Charging Kiosk | Near Local Bus Stand | 1 |
| 13 | Digital column Panel | Main Entrance | 2 Pillars (4 side) |
| 14 | Digital column Panel | Near Bus Counter/ Pillar No's – L1, L3, L4, L6 | 4 Pillars (4 sides) |
| 15 | Digital column Panel | Opposite Vita Bar near Local Bus Stand | 2 Pillars (4 sides) |
| **16** | Digital column Panel | On Pillar No's:- 1A, 2A, 5, 7, 9, 11, 13, 15, 19, 25, 31, 34 | 12 Pillars (4 sides) |
| 17 | Backlit Panel | Wall mounted Panel near Volvo Counter | 1 |
| 18 | Backlit Panel | Near Volvo Bus Entrance | 2 |
| 19 | Backlit Panel | Opposite rear Entry Gate | 2 |
| 20 | Backlit Panel | Opposite Local Bus Stand | 2 |
| 21 | Backlit Panel | Inside A/c Waiting Hall | 2 |
| 22 | Digital Panels on Ticket Window Kiosks | Ticket Window Kiosks, Counter No's – 36- 37, 38-39, 28-29, 24-25, 20-21, 18-19, 13, 8-9, 4-5, 3, Local Bus Stand Counter No:- 10-11, 12 | 12 (2 sides) |
| | Total | | 60 |

**Workshop No. 4**

| S. No. | Media Type | Media Location | No. of Media |
|---|---|---|---|
| 1 | Back Lit Panel | Entrance Gate | 1 |
| 2 | Backlit Panels | At sides of Entrance Gate | 2 |
| | Total | | 3 |

**Approximate Sizes of Media Devices**

| Type of Device | Size in sq ft. |
|---|---|
| **Digital LED Screen Display** | 12(W) x 3(H)<br>12(W) x 5(H) |
| **Digital Standee** | 43 inch display screen |
| **Mobile charging kiosk** | 32/43 inch display screen |
| **Digital colomn Panel** | 2(W) x 6 (H) |
| **LED Backlit Panel** | 10 (W) x 3 (H)<br>12 (W) x 4 (H) |
| **LED Backlit Panel: Ticket Window Branding** | 6 (W) x 3 (H)<br>5 (W) x 2 (H) |

- Exact sizes shall be as per actual site structure.

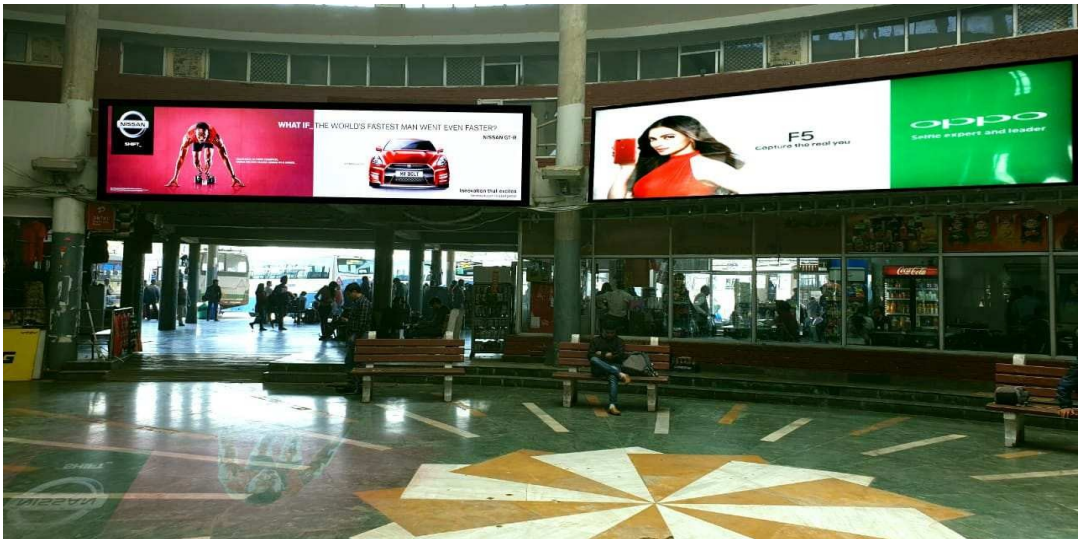
# Annexure 2: List of Negative Advertisements

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

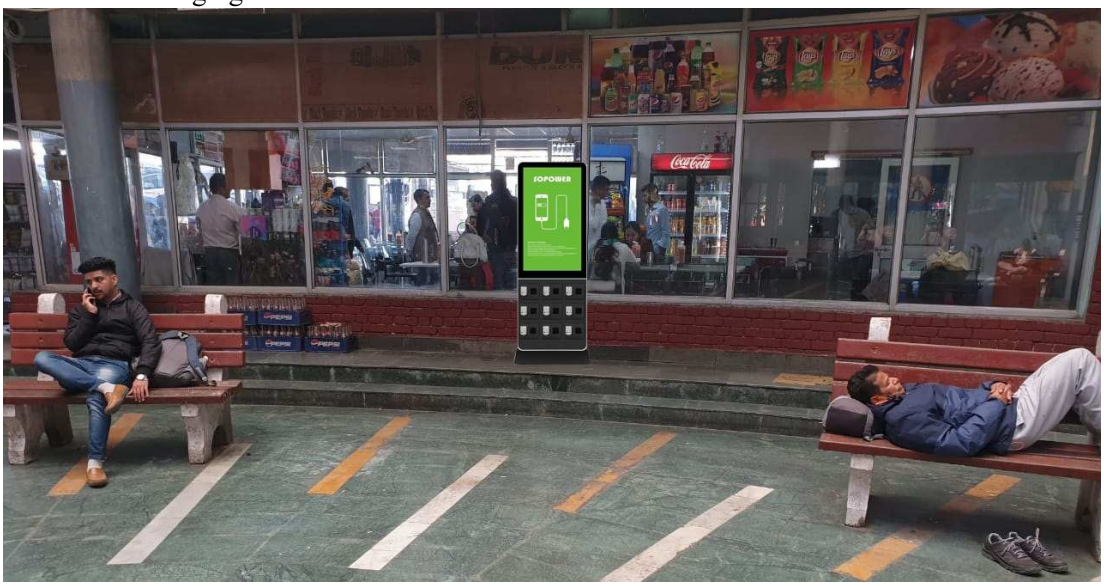
(a) Nudity
(b) Racial advertisements or advertisements propagating caste community or ethnic differences;
(c) Advertisement promoting drugs, alcohol, cigarette or tobacco items;
(d) Advertisements propagating exploitation of women or child;
(e) Advertisement having sexual overtones;
(f) Advertisement 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).

# Annexure 3 – Depiction of Media Assets

1. LED Screen




2. Mobile Charging Kiosk



3. Digital Standee

4. Directional Signages

5. Digital Panels

6. LED Column Branding

7. Backlit Double sided Panels

8. Ticket Counter Branding

# Annexure-4 – SPECIFICATIONS & STANDARDS

The successful bidder shall be required to supply and install the media assets as per the below mentioned minimum technical specifications:

**1. Digital Standee**

| S. No | Description of Items | Technical Specifications |
|---|---|---|
| 1 | Display area | 43 inch screen |
| 2 | Resolution | HD |
| 3 | Brightness | Minimum 350 nits |
| 4 | Best Viewing Distance | 1-3 m |
| 5 | Connectivity/Display Interface | USB/HDMI |
| 6 | Brand | Croma/Micromax/VU or similar |
| 7 | Material | MS enclosure with power coated finish |

**2. Digital LED Display**

| S. No | Description of Items | Technical Specifications |
|---|---|---|
| 1 | Pixel Pitch | 3mm |
| 2 | Driving Mode | 1/16 scans, constant current |
| 3 | Pixel density | 111,111 dots/㎡ |
| 4 | Pixel configuration | 1R1G1B |
| 5 | Brightness | 1100-1500 cd/m² |
| 6 | Display Make | Infronics, |
| 7 | Material | MS type |
| 8 | Cabinet size | W576*H576*D100mm/ W960*H5960*D100mm |
| 9 | Cabinet resolution | W192:H192 dots / W384:H384 |
| 10 | Viewing angle | H≥140° V≥140° |
| 11 | Cabinet weight (with all components) | Approx.12kgs/ 24kg. |
| 12 | Min.viewing distance | 3Mtr. |
| 13 | Max.power consumption | 1200 W/m² |
| 14 | Average power consumption | 600 W/m² |
| 15 | Display Interface | HDMI, USB |
| 16 | Colors | 16.7 million colors |
| 17 | Video signal (with video processor) | AV, S-video,VGA, DVI, YPbPr, HDMI, SDI, DP |

**3. LED Backlit Panel**

MS frame in 38mm square pipe brand Apollo with paint and Redoxide coat
backlit box with SMD Led strips
Acp sheet (brand alu décor/ equivalent) and power supply With IP65 rating.

**4. Mobile Charging Kiosk**

The enclosure should be made up of non-welded Al extrusion frame and CNC Manufactured CRCA sheet of 1.5 to 2.00 mm, polymer power coated with heavy pedestal stand. The design

must be sleek and attractive. The side frame of the enclosure should be laser crafted CRCA sheet design with illuminated lighting effect from inside; the company logo should be crafted in the front of the glass or front of kiosk at prominent visible location.

a. Alcosy construction, Light weight high strength power coated extrusion with R20/R30 radius.
b. The Al Extrusion should be made up of HE30WP Alcosy and has no sharp edges, half pencil round edge are required.
c. The kiosk should be equipped with proper cooling ventilation and Powder distribution board with 240W power supply 3 x Amp sockets for internal power usage along with Amp MCB with 5 port USB Charging point and two additional Europe power Socket for charging with personal charger.
d. The front part of the kiosk should be fitted with minimum 5mm toughened glass Size need to be Mentioned XXXX (Black Poly film with laser cut) edge for clear display area)to protect LCD panel from edge to edge on the kiosk frame.
e. Only Joint less D shape PU Gasket by CNC shall be acceptable on perforated back cover.

**5. Digital Colomn Panel**

| S. No | Description of Items | Technical Specifications |
|---|---|---|
| | **Panel** | |
| 1 | Panel size | 43” |
| 2 | Aspect ratio | 16:9 |
| 3 | Resolution | FHD (1920/1080) |
| 4 | Brightness | 350cd/m2 |
| 5 | Contrast Ratio | 1000:1 |
| 6 | Display Colors | 16.7 m |
| 7 | Viewing angle | 178 (H) x 178 (V) |
| 8 | Response Time | 6 ms |
| 9 | Pixel Pitch | 0.49 x 0.49 |
| 10 | Surface Treatment | Anti Glare |
| | **Physical Dimensions** | |
| 11 | Bezel color | Black |
| 12 | Bezel : even sided all 4 sides | Yes |
| 13 | Bezel width (mm) each side | 13 |
| 14 | Monitor dimension (WxHxD) mm | 969.9 x 558.3 x 84.8 |
| 15 | Weight(Head) | Approx. 9 to 12 Kg |
| 16 | Brightness/Contrast/Backlight | Available |

**Note 1-The concessionaire shall comply with the minimum technical specifications mentioned above or similar specifications at the time of installation.**

**Note 2- The Concessionaire will be free to use any make of equipment which meet the requisite technical specifications. However, usage of makes of LED screens shall be governed by Government of India directions and requirements related to imports and other such policies issued from time to time.**

# Schedule A - Minimum Maintenance Requirements

1. All Media Assets and the surrounding areas are to be kept cleaned at all times.
2. The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Media Assets.
3. Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time.
4. All Media Assets should be well lit-up at all times.
5. The advertisements on panels to be changed during off peak periods – preferably during night hours
6. Cut, soiled, worn out advertisement/s material to be replaced immediately on detection.
7. Post removal of advertisement from Media Assets, the underlying surface needs to be restored with adequate cleaning etc.
8. Partially/partly removed/damaged advertising material shall not be acceptable.
9. Any waste, debris shall be removed from work site immediately post mounting or dismounting the advertisement material.

# Schedule B–Concession Fee and Terms of Payment

## 1. Concession Period

**Concession period shall be 7 years from the date of execution of this Agreement**

CTU at its own discretion and not as an obligation may extend the aforesaid term of this Agreement by giving written notice to the Concessionaire, 30 days prior to the expiry of the Concession Period. The terms of this Agreement shall apply mutatis-mutandis to such extended Concession period.

## 2. Terms of Payment

The Concession Fee shall be payable for a quarter in advance as specified below:

Annual Concession Fee = .

The Annual concession Fee tabulated above shall be computed for each Quarter of an Accounting Year and paid to CTU quarterly in advance.

# Schedule C–Project Completion Schedule

| S. No. | Project Milestone | Date for Completion |
|---|---|---|
| 1 | Handover of Project Site | Within 15 days of signing of the Agreement |
| 2 | COD of the Project | 2 months from the date of signing the Agreement or 15 days from Scheduled Project Completion Date whichever is earlier |

# 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).