Request for Proposal

For

Marketing Rights for Display of Advertisement (Outside and Inside) on 438 Nos. Tri-City Buses

For

CHANDIGARH CITY BUS SERVICES SOCIETY

June-2025

Issued by:-
Director Transport-cum-Chief Executive Officer,
CCBSS, U.T., Chandigarh

DISCLAIMER

The information contained in this Request for Proposal ("RFP") Document, whether verbally or in documentary or in any other form, by or on behalf of the Chandigarh City Bus Services Society (the "CCBSS"), 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 CCBSS 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 CCBSS, 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 CCBSS, 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 CCBSS, 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 CCBSS, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

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

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

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

The CCBSS, 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 City Bus Services Society and e tending portal of UT Chandigarh Administration. No part of this RFP Document and no part of any subsequent correspondence by the CCBSS, 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 CCBSS, 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 CCBSS is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain with the Bidder and the CCBSS, 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. CCBSS, 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 CCBSS, their employees and advisors.

OFFICE OF THE DIRECTOR TRANSPORT-CUM-CHIEF EXECUTIVE OFFICER, CHANDIGARH CITY BUS SERVICES SOCIETY, PLOT NO. 701, INDUSTRIAL AREA, PHASE-I, U.T., CHANDIGARH

E-Tender Notice

E-tenders (Online Tenders) are invited for "**Marketing Rights for Display of Advertisement (Outside and Inside) on Tri City Buses for a period of 5 years''** on the terms and conditions and technical specifications as set out in the tender documents which can be downloaded from the website i.e. chdctu.gov.in & http://etenders.chd.nic.in). The important dates with regard to uploading the tenders are as under:-

E-Tender Reference	:	1130/SA/DC(F&A)/CCBSS/2025
Date of Commencement of downloading of bid document	:	18.06.2025
Last Date and Time for bid submission / uploading of Technical and Financial Bid	:	03.07.2025 upto 02:00 P.M
Date and Time of opening of Technical Bid	:	The bids will be opened online by the Authorized Officers on 03.07.2025 at 03:00 P.M
Date and Time of opening of Financial Bid	:	Will be intimated to Technically Responsive Bidders
Place of opening of bids and address for communication		O/o Director Transport-cum-CEO, CCBSS, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-1, Chandigarh
In case of any query/clarification		In case of any clarification/query regarding e-tender, the bidders can approach office of Director Transport-cum-CEO, CCBSS, UT, Chandigarh on any working day between 9:30 am to 4:30 pm or mail at dcfa-ccbss@chd.nic.in or aoccbss@gmail.com

Note:

1. In the event of the specified date of opening of bids being declared a holiday, the bids shall be opened on the next working day at the same time and venue.
2. No tender except EMD and Bid Processing Fee shall be accepted in physical form. The Director Transport-cum-CEO, CCBSS shall have every right to cancel/withdraw/amend the advertisement or extend the due date at any time before the proposal due date or accept or reject any tender without assigning any reason.

Sd/-
Director Transport-cum-CEO
CCBSS, U.T., Chandigarh.

List of Abbreviations

CCBSS	:	Chandigarh City Bus Services Society
MCC	:	Municipal Corporation, Chandigarh
INR	:	Indian National Rupee
LOA	:	Letter of Acceptance
RFP	:	Request for Proposal
SB	:	Successful Bidder
IST	:	Indian Standard Time
COD	:	Commercial Operation Date

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

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

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

4) "**Bidding Process**" shall mean the single stage competitive e tendering process with two stages comprising (i) Technical Criteria and (ii) Financial Criteria.

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

(i) a company incorporated under the Companies Act, 1956/2013, but excluding companies covered under section 617 of the Companies Act, 1956;or
(ii) an entity incorporated outside India under equivalent law.
(iii) Sole Proprietorship, Partnership firm, Limited Liability Partnership firm(LLP)

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

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

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

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

10) "**CCBSS**" shall mean Chandigarh City Bus Services Society

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

12) "**LetterofAcceptance**"shallmeantheletterissuedbyCCBSStotheSuccessfulBidder.

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

14) **"Proposal"** shall mean the documents received by CCBSS 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 CCBSS in terms of this RFP.

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

Project Background

Tri-city buses are operational within the city, Tri-city area and in adjoining states i.e. Punjab, Haryana. CCBSS intends to market and display advertisements on its buses. The affixation and removal of advertisements is undertaken at the depots/ workshops of CCBSS.

CCBSS Proposals are invited from suitable entities for Marketing Rights for Display of Advertisement (Outside and inside) on tri city Buses in Chandigarh for approximately 438 buses. The business entity shall be selected through an open, transparent and competitive e-tendering process.

The Bidder shall display the advertisement as per the approximate area available for advertisement provided in Annexure-1.

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

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

Brief Description of Bidding Process

CCBSS has adopted a single stage process for selection of the Bidder for award of the Project. This RFP Document follows a 2 stage approach comprising:

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

CCBSS 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 design, financing, procurement, operation, maintenance, management and transfer of the Project under and in accordance with the provisions of the agreement to be entered into between the selected Bidder and CCBSS in the form provided by CCBSS as part of the Bidding Documents pursuant thereto.

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 CCBSS 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 "Chief Executive Officer, CCBSS" payable on any scheduled bank at Chandigarh along with EMD in the office of Director Transport-cum-CEO, CCBSS, Chandigarh on prescribed date and time. The bidder will ensure that EMD and Bid processing Fee submitted to CCBSS 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.

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

CCBSS 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 CCBSS as per the Concession 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 CCBSS 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. CCBSS 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 CCBSS'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 CCBSS.

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 authorizing the signatory of the Proposal to commit the Bidder.

Notwithstanding anything stated elsewhere in these documents, CCBSS 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 CCBSS. A Bidder may be disqualified if it is determined by CCBSS, at any stage of the process, that the Bidder will be unable to fulfill 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 CCBSS.

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

2.3 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 authorized 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** authorizing the Lead Member and person(s) duly authorized 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 clause2.2.1;
(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 there under.

2.4 Deleted

2.5 Number of Proposals

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

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

2.8 Contents of RFP Document

2.8.1 The RFP Document consists of two Parts as listed below and would include any addendum issued in accordance with Clause2.8.1.

Part I	Instructions to Bidders
Part II	Draft Concession Agreement

2.9 Amendment of RFP Document

At any time prior to the Proposal Due Date, the CCBSS may, for any reason, whether at its own initiative modify the RFP Document by issue of Addendum.

Any Addendum thus issued will be uploaded by CCBSS on their website of chdctu.gov.in Portal 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 CCBSS may, at its own discretion, extend the Proposal Due Date.

The CCBSS 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- others 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.

CCBSS, 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 CCBSS 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.
e) The agencies may be registered with Central Bureau of Communication (Erstwhile known as DAVP) Ministry of Information & Broadcasting, Govt. of India.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases CCBSS, 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, CCBSS 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

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 CCBSS;

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

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

(i) Advertisement spaces on Buses;

(ii) All other matters that might affect the Bidder's performance under the terms of this RFP Document.

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 2.12.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the CCBSS 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 CCBSS 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 CCBSS shall forfeit the EMD or Performance Security, as the case may be, genuine pre-estimated compensation and damages payable to the CCBSS for, inter alia, the time, cost and effort of the CCBSS, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the CCBSS 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 CCBSS in the preparation of any documents, design or technical specifications of the Project.

(vii) If any legal, financial or technical adviser of the CCBSS 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 Letter of Award (LoA) or

(b) execution of the Agreement. In the event any such adviser is engaged by the Successful Bidder or Advert, as the case may be, after issue of the LOA or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the CCBSS, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the CCBSS may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the CCBSS being liable in any manner whatsoever to the Successful Bidder or the Concessionaire, 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 CCBSS shall reject a Proposal, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder, as the case may be, has directly or

indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the CCBSS shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to CCBSS towards, inter alia, time, cost and effort of the CCBSS, without prejudice to any other right or remedy that may be available to the CCBSS hereunder or otherwise.

Without prejudice to the rights of the CCBSS under Clause 2.12.5 hereinabove and the rights and remedies which the CCBSS may have under the LOA or the Agreement, if a Bidder , as the case may be, is found by the CCBSS 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 CCBSS during a period of five years from the date such Bidder , as the case may be, is found by the CCBSS 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 maybe.

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 CCBSS who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CCBSS, 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 CCBSS 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 CCBSS 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. CCBSS, 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 Enclosure1.

The EMD shall be in the form of a Fixed Deposit Receipt (FDR) in favour of Director Transport-cum-CEO, CCBSS 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 CCBSS in the following cases:

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

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

(c) In case the Successful Bidder fails to sign the Agreement within the specified time limit or any extension thereof; or

(d) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed; or

(e) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or

(f) If the Bidder fails to comply with the Bidding Process in any manner; or

(g) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.5 to 2.12.7 of this RFP Document; or

(h) If a Bidder has a Conflict of Interest which affects the Bidding Process; or

(i) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP Document, or the Agreement.

2.16 Validity of Proposal

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 CCBSS reserves the right to reject any Proposal that does not meet this requirement.

Prior to expiry of the Proposal Validity Period, the CCBSS 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 CCBSS; and

c) made a complete and careful examination of the various aspects of the Project including but not limited to:

(i) Installation, operational, maintenance and management details related to the display of Advertisements on buses;

(ii) all other matters that might affect the Bidder's performance under the terms of this RFP Document;

(iii) a diligent scrutiny and is in conformity with the terms and conditions of the Concession Agreement;

(iv) clearances required to be obtained for the Project, if any; and

(v) applicable laws and regulations in force in India.

(vi) Applicable advertisement byelaws of Chandigarh Administration CCBSS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

Format of Submission of Proposal

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

The Proposal should be submitted in two parts:

Part1: **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 **Appendix3**.

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 **Appendix5**.

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 **Appendix7**.

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 clause1.3.5. 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 on prescribed date and time and copy of same is to be uploaded in technical bid.

Part 2: **Financial proposal**

The contract of Marketing Rights for Display of Advertisement (Outside and Inside) on 438 Tri City Buses will be awarded to the Highest-1 Bidder

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 CCBSS, at its sole discretion, may extend the Proposal Due Date by issuing

an Addendum in accordance with Clause2.10.

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 CCBSS in relation to or matters arising out of or concerning the Bidding Process. The CCBSS 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 CCBSS 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 CCBSS or defend any claim, action or proceedings against it.

2.25 Consultant (s) or Advisor (s)

To assist in the examination, evaluation, and comparison of Proposals, the CCBSS may utilize the services of consultant/s or advisor/s.
No entity including the Bidders can hold and the CCBSS 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 CCBSS.

Criteria and Methodology for Qualification and Evaluation

3. 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 of annual turnover.

(c) TheBidderwouldberequiredtomeetthequalificationcriteriaasdetailedinclause

(d) 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 CCBSS.

3.2 Technical Experience Criteria

Eligible Experience

The Bidder needs to meet the following eligible experience:
Marketing, operations and maintenance of at least Ninety only (90) Urban Transport Media sites for at least 2 years in last 5 years prior to the Proposal Due Date.

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

In case the Bidder is a Consortium (Type 2), the evaluation of Financial Capability shall be in terms of clause3.4.1.

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 prior to Proposal Due Date (**Appendix6**).

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 clause3.4.1.

3.3 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 Rs. 5.00 crore (Rupees Five Crore only).
- The required net worth amounting to Rs. 3.00 crore (Rupees Three Crore only) as on last financial year.

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

CCBSS 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 authorization 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.

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

3.6 Test of Responsiveness

Any information contained in the Proposal shall not in any way be construed as binding on CCBSS, 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.

Prior to evaluation of Proposals, CCBSS will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be

considered responsive if it satisfies all the criteria stated below:

a) It is received by the Proposal Due Date.
b) It is uploaded as per Clause2.19.
c) It contains the information and documents as requested in the RFP Document.
d) It contains information in formats specified in the RFP Document and other Bidding Documents.
e) It mentions the Proposal Validity Period as set out in Clause2.16.
f) It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by CCBSS without communication with the Bidder). CCBSS 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 and 1.3.5respectively.
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, CCBSS'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.

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

Evaluation of Technical Submissions

As part of Qualification Phase (Phase I), the Technical Submissions as submitted online by the Bidders in Part I, shall be checked for eligibility, technical capability, financial capability, EMD and other such compliances with the requirements of the RFP Document. The CCBSS reserves the right to reject

the Proposal of a Bidder without opening the financial proposal, if Proposal is not responsive in terms of Clause3.6.

Based on evaluation of Technical Submissions, CCBSS would release a list of Bidders online 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.

CCBSS 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, CCBSS 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

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

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

3.9 Notification

3.9.1 CCBSS 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 CCBSS’s Right to Accept or Reject Proposal

CCBSS 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.

CCBSS 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.

CCBSS 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 CCBSS reserves the right to declare the bidder having higher technical experience as the Successful Bidder

Based on the outcome of Clause 3.10.5, CCBSS 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 CCBSS 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 CCBSS 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 CCBSS to the Successful Bidder without the CCBSS being liable in any manner whatsoever to the Successful Bidder(s), as the case may be. In such event, the CCBSS 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 CCBSS.

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

On the basis of evaluation of Proposal, CCBSS 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 CCBSS the Acknowledgement Letter in the format set out in **Appendix14**.

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

CCBSS 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 3% of Total Concession fee (5 years) valid for a period of 63 months by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of “Director Transport-cum-CEO, CCBSS”, within 15 days of issue of the LOA.

Failure of the Successful Bidders to comply with the requirements of Clause 3.11.2 or Clause 3.12.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the EMD. In such an event, the CCBSS reserves

the right to invite the next highest Bidder (H2) to match the financial proposal of the Highest Bidder(H1).

4. General Conditions of Contract (GCC)

4.1 APPOINTMENT AND GRANT OFCONCESSION

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

Concession Period

The Concession hereby granted is for a period of Five (5) years commencing from the Appointed Date (hereinafter referred to as the “Concession Period”).

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

Acceptance of Concession

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

4.2 Project Scope

Subject to the terms of this Agreement, the Concessionaire shall:-

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

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

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

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

4.3 Concession Fee

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

agreement:-

Concession Fee

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

(i) The Concessionaire shall make payment as Concession Fee per Bus per Month basis = Rs. (as per Rates quoted by Highest bidder)/- (Rupees In- words). The Concession Fee shall be payable @ 90% of total buses handed over to the successful bidder for display of advertisement irrespective of total number of buses on road. The Concession Fee shall be paid quarterly in advance from COD within 7 days of start of the month and the same shall be increased @ 5% year on year basis till the end of the Concession Period. The Concessionaire failing to pay concession fee on or before due date, a penalty at the rate of 1% on the outstanding Fee per month will be imposed till the due Fees is paid.

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

(c) Advertisement tax/fee payable to MC, Chandigarh shall be paid separately by the Concessionaire to MC, Chandigarh and proof of such payment made shall be deposited to CCBSS 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, Chandigarh. 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 for the advertisement displayed on the outer area/surfaces of the buses and there is no advertisement fee to be payable on display of advertisements inside the buses.

(d) If the number of Buses are increased or decreased on account of new procurement/condemnation of buses and similarly, if Advertisement Spaces on buses due to any reason will get increased or decreased in future then payment will be paid on pro-rata basis.

4.4 Marketing, Operations & Maintenance

The Concessionaire shall:

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

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

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

(d) The Concessionaire shall pay the statutory levies, taxes and duties connected with and/or arising out of display of advertisements including Advertisement Tax;

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

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

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

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

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

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

(k) ensure that specification and installation process of Advertisement Space which require a power source have been approved by CCBSS, prior to obtaining any advertising campaign as well as any installation work. CCBSS

shall review such specifications, and only upon fully satisfying oneself that the Advertisement Space is safe and does not cause any material damage to the tri city Buses shall allow such mounting. CCBSS may also seek opinion of experts such as Vehicle Manufacturers, Automobile Institutions for this purpose.

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

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

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

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

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

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

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

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

No demolition/structural changes to CTU / CCBSS Buses shall be allowed

without specific approval of CCBSS.

Performance Standards as part of O & M Requirements

During the Concession Period, the Advertisement Space shall be maintained in accordance with the performance standards set out below:

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

a) Monthly O & M Report

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

(a) Maintenance activities undertaken

(b) Any other information, which CCBSS may ask.

Failure to meet O & M Requirements

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

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

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

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

(i) there has been a failure/undue delay in carrying out scheduled/ planned maintenance or the scheduled/ planned maintenance has not been carried out in accordance with the O & M Requirements;

(ii) the quality of the Advertisement Space or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O & M Requirements;

(iii) there has been a serious or persistent failure to adhere to safety requirements and standards and thereby the Advertisement Space, CCBSS Buses and bus depots or any part thereof is not safe for operation.

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

(i) any breach of O & M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the CCBSS;

(ii) recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by CCBSS requiring the Concessionaire to remedy a breach, and

(iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

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

Penalties

Penalties shall be as the following:

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

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

- **4.5 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, freight embargoes explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

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 CCBSS on case to case basis."

4.6 Events of Default and Termination

Termination for Concessionaire Default

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

of a Force Majeure Event or CCBSS Event of Default:

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

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

(c) The Concessionaire has abandoned the Project;

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

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

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

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

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

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

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

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

(ii) Without prejudice to any other rights or remedies which CCBSS may have

under this Agreement, upon occurrence of a Concessionaire Event of Default, CCBSS shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, CCBSS shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant fifteen (15) days to the Concessionaire to make a representation, and may after the expiry of such fifteen (15) days, whether or not it is in receipt of such representation, issue the Termination Notice.

Termination for CCBSS Default

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

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

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

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

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

Termination Payments

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

(i) If the Agreement is terminated due to Concessionaire Event of Default, Termination Payment equal to three (3) months of Concession Fee payable to

CCBSS shall be received by CCBSS and Performance Security (Bank Guarantee) shall be forfeited.

(ii) The EPBG submitted by the successful bidder also be forfeited and the bidder shall be blacklisted for any future contract. Further, the Tenderer / bidder(s) will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO(3)-2009/1170, dated 27.02.2009 including following types of situations:-

(i) Dishonest / Fraudulent / Sharp practices are indulged in by the party.
(ii) Advancing a claim on the basis of forged documents.
(iii) Sale or supply of spurious items and providing public safety.
(iv) Material concealments/suppression of facts or gross misrepresentation of facts.
(v) Any other case or situation involving National Security.
(vi) On breach of any terms and conditions of the DNIT / Tender.

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

Obligation of Parties

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

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

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

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

Withdrawal of Termination Notice

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

Rights of CCBSS on Termination

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

(i) take control of the Advertisement Space.

(ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from dealing with the Advertisement Space;

(iii) substitute the Concessionaire with/ without inviting fresh bids for the Project;

(iv) enter into a Concession Agreement with any Person on such terms and conditions as it may deem fit.

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

Survival of rights

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

4.7 Hand Back Requirements

Ownership

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

Obligations of Concessionaire

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

(b) Upon expiry or earlier termination of the Concession Period a joint inspection

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

Obligations of CCBSS

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

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

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

4.8 Dispute Resolution

Amicable Resolution

In case of arising of any dispute, the matter will be referred to the Appellate Authority i.e. Secretary Transport, Union Territory, Chandigarh and decision of the appellate authority shall be final and binding upon both the parties.

Place of Appeal:-
The place of appeal shall be the O/o Secretary Transport, Union Territory, Chandigarh at New Chandigarh Secretariat Building, Sector 9, Chandigarh.

Language
Language of appeal shall be English only.

Jurisdiction

Any dispute or difference or claim etc, shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this tender.

Appendix 1: Schedule of Bidding Process

CCBSS would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
	Date of Issue of RFP	
1	**Proposal Due Date /Final Submission**	
2	Opening of Technical Submissions	
3	Opening of Financial proposals	Will be informed to the Bidder
4	Issuance of Letter of Award (LOA)	
5	Signing of Agreement	
6		
7		
8		

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 Chief Executive Officer, CCBSS
Plot no. 701, Industrial area-I Chandigarh

Dear Sir,

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

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by CCBSS. 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 is 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 CCBSS any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the CCBSS to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the CCBSS.
(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 CCBSS 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 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.

13. 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 CCBSS of the same immediately.

14. 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 CCBSS being liable to us in any manner whatsoever.

15. 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 CCBSS forthwith.

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

17. 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 CCBSS 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.

18. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into an Agreement in accordance with the concession agreement that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid concession agreement and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.12.2 and 2.17.2 of the RFP Document). We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the CCBSS or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
20. 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.
21. I/We confirm our having submitted the EMD of Rs. 35,00,000/- (Rupees Thirty Five Lakh Only) to the CCBSS in accordance with the RFP Document. The EMD in the form of a Fixed Deposit Receipt (FDR) is attached.
22. 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.
23. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP document.
24. I/We agree to keep and confirm that our Proposal is valid upto 6 months from Proposal Due Date.
25. 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 ....., 2025.

Name of the Bidder ……

Signature of the Authorized Person ……

Name of the Authorized Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the authorized 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 office) do hereby constitute, appoint and authorize Mr. / Ms (name and residential address) who is presently employed with us and holding the position…….as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Marketing Rights for Display of Advertisement (Outside and Inside) on Tri City Buses** including signing and submission of all documents and providing information / responses to "CCBSS", representing us in all matters before CCBSS, and generally dealing with CCBSS 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 executants (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 authorized 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 City Bus Services Society ("CCBSS") has invited proposals from interested parties for **Marketing Rights for Display of Advertisement (Outside and Inside) on Tri City Buses**

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. …… (Lead Member), and M/s …… (the respective names and addresses of the registered office) do hereby designate M/s being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with CCBSS, 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 CCBSS.

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 ..... 2025…… (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 executants (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
(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 CCBSS:

(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 Authorized 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.		

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 2021-22, 2022-23 and 2023-24.
2. The Bidder shall provide complete set of the **audited annual financial statements complete with schedules, notes to accounts, auditor's report.** Failure to do so would be considered as a non-responsive Proposal.
3. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
4. **Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.**
   In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

Appendix 7: Format for Experience of the Bidder

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

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

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

Signature of the Statutory Auditor of the Bidder

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

Deleted

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 ___ 2025.

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 "First 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 City Bus Services Society (CCBSS) represented by its Director having its office at Director Transport-cum-CEO, CCBSS, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-1. Chandigarh. (hereinafter referred to as the "CTU" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "Proposals") by its Request for Proposal Document dated ... .(the "RFP") for **Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses for a period of 5 years**

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized 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 Liabilities

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 organized, 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 authorized 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 organizational documents thereof:

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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

(c) create or impose any liens, mortgages, pledges, claims, security interests, harges 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:

d) this Agreement is the legal and binding obligation of such Party. enforceable in accordance with its terms against it; and

e) 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 CCBSS to the Bidder, as the case may be.

8. Miscellaneous

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

The Parties acknowledge accept that this agreement shall not be amended by the parties without the prior written consent of CCBSS.

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

SIGNED, SEALED AND DELIVERED For and on behalf of Lead Member (First Part) by:	SIGNED, SEALED AND DELIVERED For and on behalf of Second Part by:
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (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 executants (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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix 10: Format for 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 ..... , 2025.

Name of the Bidder

……. Signature of the Authorized Person

……. Name of the Authorized 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 asunder:

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

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

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Chandigarh City Bus Services Society 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 City Bus Services Society.

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 City Bus Services Society shall withdraw the LOA or terminate the Agreement, as the case may be, without being liable in any manner.

Dated this……Day of ..... , 2025.

……Name of the Bidder
……Signature of the Authorized Person
……Name of the Authorized 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 CEO, CCBSS, U.T., Chandigarh
Plot no. 701, Industrial area-I Chandigarh

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

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

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

Sr. No	Type of Bus	No. of Bus	Concession Fee to be Quoted by Bidder per bus per month	Total Concession Fee Per Month
1	City Buses 12 m	139 (A)	(B)	E= AxB
2	City Buses 9 m	299(C)	(D)	F= CxD
	Total Bid Price per month((H)			E+F

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

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

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

Appendix 13: Format for Draft Letter of Acceptance (To be issued by CCBSS)

Date:
To
Authorized Signatory of the Successful Bidder
Dear Mr. _____

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

1. This is in reference to the Proposal submitted by _____ { Name _____of Successful Bidder}**("SB")** by the Proposal Due Date ( ) in response to the Request for Proposal **("RFP")** Document (along with the amendments made thereafter) released by Chandigarh City Bus Services Society **("CCBSS")** on {date of release of RFP}.
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by CCBSS 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. CCBSS, is now pleased to inform that SB has been selected as the Successful Bidder for Marketing Rights for Display of Advertisement (Outside and Inside) on Tri-City Buses.
5. This letter is intended to convey CCBSS's acceptance, subject to the terms & conditions specified in the RFP Document issued to your company and conditions set out in the Agreement to be executed within 30 days from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a Concession Fee per Month of Rs. (Rupees) per Bus payable for each Quarter in advance.
6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within three (3) days from the date of this letter.
7. Further, you are also requested to comply, within one (1) week from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:

(a) Execution of the Agreement;

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

Kindly note that this communication by itself does not create any rights or contractual relationship with CCBSS. 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 CEO, CCBSS,
U.T., Chandigarh.

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

Date: (Within three (3) days of date of LOA)

To
Director Transport cum CEO, CCBSS, U.T., Chandigarh
Plot no. 701, Industrial area-I Chandigarh

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

We are pleased to acknowledge the Letter of Acceptance issued by CCBSS vide their letter Ref. ___, dated__for the Marketing Rights for Display of Advertisement (Outside and Inside) on Tri City Buses.

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

1. Execute the Agreement
2. Furnish a Performance Security of the amount of Rs._____in terms of the Agreement
3. Further, the Successful Bidder should confirm that:
   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 CCBSS 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 CCBSS makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the bidder confirms that it shall have no claim whatsoever against the CCBSS 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 CCBSS 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 Authorized Person
   Name of the Authorized Person
   Note:
   On the Letterhead of the Bidder or Lead Member of Consortium.
   To be signed by the Lead Member, in case of a Consortium.

Enclosure 1: Detail of EMD

1. Earnest Money Deposit

Sr. No.	Item	EMD Amount (Rupees)
1.	Tri City Buses	Rs. 35,00,000/-

Annexure 1: Type and Sizes of Tri-City Buses

Sr. No.	Buses Type	Size	Total fleet	Available area for display of advertisement (inside and outside)	
1.	SML buses	09 Mtrs	170	Outside	Left hand side - 9 ft x 8 inch (Conductor Upper Side) Left hand side - 9 ft x 3 ft (Conductor Tyre Side) Area 6 ft Less Right hand side-9 ft x 8 inch (Driver Upper Side) Right hand side- 9 ft x 3 ft (Driver Tyre Side) Back side - 4 ft x 2 ft = 8 sqft. **Total – 70 Sqft.**
				Inside	NIL
2.	TATA buses	12 Mtrs	100	Outside	Left hand side - 10 ft x 7 inch (Conductor Upper Side) Left hand side - 10 ft x 2.5 ft (Conductor Tyre Side) Right hand side-10 ft x 7 inch (Driver Upper Side) Right hand side- 10 ft x 2.5 ft (Driver Tyre Side) Back side - 6 ft x 1.5 ft. **Total – 70 Sqft.**
				Inside	NIL
3.	TATA midi	09 Mtrs	49	Outside	Left hand side - 3 ft x 8 inch and 6 ft x 8 inch (Conductor Upper Side) Left hand side - 9 ft x 3 ft (Conductor Tyre Side) Tyre Area 6 sq feet less Right hand side-9 ft x 8 inch (Driver Upper Side) Right hand side- 9 ft x 3 ft (Driver Tyre Side) Back side - 4 ft x 2 ft. **Total – 70 Sqft.**
				Inside	NIL
4.	Corona	12 Mtrs.	39	Outside	Left hand side - 10 ft x 10 inch (Conductor Upper Side) Left hand side - 7 ft x 2 ft and 4 ft x 2 ft (Conductor Tyre Side) Back side : 6 ft x 1 ft Right hand side-10 ft x 10 inch (Driver Upper Side)

					Right hand side- 11 ft x 2 ft (Driver Tyre Side) **Total - 70 Sqft.**
				Inside	NIL
5.	Electric buses (Ashok leyland)	9 Mtrs.	40	Outside	Left hand side - 5 ft x 10 inch (Conductor Upper Side) Left hand side - 13 ft x 2 ft (Conductor Tyre Side) Back side : 5.7 ft x 1.4 ft Right hand side-5 ft x 10 inch (Driver Upper Side) Right hand side- 13 ft x 2 ft (Driver Tyre Side) **Total - 70 Sqft.**
				Inside	NIL
	Electric buses (Eicher)	9 Mtrs.	40	Outside	Left hand side - 10 ft x 10 inch (Conductor Upper Side) Left hand side - 10 ft x 2 ft (Conductor Tyre Side) Back side : 5 ft x 2 ft Right hand side-10 ft x 10 inch (Driver Upper Side) Right hand side- 10 ft x 2 ft (Driver Tyre Side) **Total - 70 Sqft.**
				Inside	NIL
Total			**438**		

Annexure 2: List of Negative Advertisements

CCBSS 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 over tones.
(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 City Bus Services Society (CCBSS) Chandigarh Administration.

Annexure-3

Depiction of Advertisements on Tri-City Buses

EICHER BUS PROPOSED SIZE

TOTAL SQ
FEET = 70

CORONA BUS PROPOSED SIZE

TOTAL SQ
FEET = 70

TATA MIDI BUS PROPOSED SIZE

TOTAL SQ FEET = 70

TATA 12 METER PROPOSED SIZE

TOTAL SQ FEET = 70

SML BUS PROPOSED SIZE

TOTAL SQ FEET = 70