

# कार्यालय कोरबा अरबन पब्लिक ट्रान्सपोर्ट सोसायटी कोरबा (छ.ग.) सिटी बसों में विज्ञापन के अधिकार हेतु निविदा विज्ञप्ति

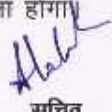
क्र. / 10 / केयूपीटीएस / 2015-16

कोरबा दिनांक 14.09.2015

कोरबा अरबन पब्लिक ट्रान्सपोर्ट सोसायटी द्वारा 40 नग मिडी नॉन एसी बस तथा 08 नग मिडी एसी. बसों पर विज्ञापन प्रदर्शित करने हेतु संबंधित एडवर्टाइजिंग फर्म/मार्केटिंग एजेंसी एवं योग्य निविदाकारों से प्रति बस प्रति माह अधिकतम दर प्राप्त करने हेतु सीलबंद निविदाएँ दिनांक 15.10.2015 को शाम 3:00 बजे तक स्पीड पोस्ट/पंजीकृत डाक से आमंत्रित की जाती है।

Cost of Bid Document (non-refundable)	Rs. 5,000/-
Issue of RFP document	16/09/2015
Last date for receipt of queries for pre bid meeting	30/09/2015
Pre-bid Meeting ( Venue : The Office of KORBA UPTS, District Trade & Industry Centre, Collectorate Premises, Korba)	08/10/2015
Last date for receipt of Bids	15/10/2015 up to 3:00 PM
Opening of Technical Bid	15/10/2015 up to 4.00 PM
Opening of Financial Bid	19/10/2015 up to 4.00 PM

निविदा से संबंधित नियम व शर्तें तथा निविदा प्रपत्र वेब साईट [www.korba.gov.in](http://www.korba.gov.in) एवं [www.cg.nic.in/korba/kupts](http://www.cg.nic.in/korba/kupts) से डाउनलोड की जा सकती है। डाउनलोड किए गए प्रपत्र के साथ 5000.00 का डिमांड ड्राफ्ट संलग्न करना होगा।

  
सचिव  
कोरबा अरबन पब्लिक ट्रान्सपोर्ट सोसायटी  
कोरबा (छ.ग.)

# **Request for Proposal**

For

## **Selection of Advertisement Agency**

For

### **Bus Advertising Services on City Buses running in Korba Urban Agglomeration in Chhattisgarh**

**Cost of Document: Rs. 5000/-**

**September 2015**

**Korba Urban Public Transport Society (KUPTS)  
Office of the Korba Urban Public Transport Society  
Collectorate Premises, District Trade & Industry Centre, First Floor,  
Korba(C.G.)**

Website- [www.korba.gov.in](http://www.korba.gov.in), [www.cg.nic.in/korba/kupts](http://www.cg.nic.in/korba/kupts)  
Email ID- [citybuskorba@gmail.com](mailto:citybuskorba@gmail.com), [corporationkorba@gmail.com](mailto:corporationkorba@gmail.com)

## Disclaimer

1. Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be sent to KUPTS at the address given in the Acknowledgement. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* (RFP) Document is complete in all respects.
2. This RFP document is not an Agreement or an offer and is merely an invitation to offer. The purpose of this RFP document is to provide the interested parties with the information required by them in the formulation of their proposals. This RFP document does not purport to contain all the information each interested party may require. Neither KUPTS nor its employees or consultants/ advisors make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for KUPTS to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Certain prospective bidders may have a better knowledge of the Project than others. Each prospective bidder should conduct his/ her own investigation and analysis; and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources
3. Neither KUPTS, nor its employees or consultants/ advisors will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form this RFP, the award of the Project, the information and any other information supplied by or on behalf of KUPTS or their employees, consultants/ advisors or otherwise arising in any way from the selection process for the Project
4. KUPTS reserves the right to reject any or all of the Bids submitted in response of this RFP at any stage without assigning any reasons whatsoever
5. To provide other information as may be required by KUPTS from time to time

# Request for Proposal for Bus Advertising Services in 48 City Buses

## **Background and Context**

Effective public transport is the need of every city. For cities that are growing at a rapid pace, it becomes the most essential vehicle for pace of growth. The poor quality of public transport services lead to higher use of personal vehicles for transport causing over-congestion on roads and rise in air pollution levels in the cities. It is therefore imperative that effective and efficient mass public transport services are provided in the cities.

**Schedule of bidding activities:** Bids are to be submitted in sealed envelopes on or before the due date mentioned below:

Cost of Bid Document (non-refundable)	Rs. 5,000/-
Issue of RFP document	16/09/2015
Last date for receipt of queries for pre bid meeting	30/09/2015
Pre-bid Meeting ( Venue : The Office of Korba UPTS, District Trade & Industry Centre, First Floor, Korba(C.G.),PIN-495677	08/10/2015
Last date for receipt of Bids	15/10/2015 up to 3:00 PM
Opening of Technical Bid	15/10/2015 up to 4:00 PM
Opening of Financial Bid	19/10/2015 up to 4:00 PM
Contact person for any clarification and detail :-	
1. The Secretary, The Office of Korba UPTS, Collectorate Premises, District Trade & Industry Centre, First Floor, Korba(C.G.), PIN - 495677	
2. Nodal Officer (Urban Transport) KUPTS Name: Mr. Gayas Ahmed Office: Municipal Corp. Korba Mobile: 7773007188 Email Id: gayas.ahmed54@gmail.com  citybuskorba@gmail.com  & corporationkorba@gmail.com	
Address for proposal Submission :- The Secretary, The Office of Korba UPTS, Collectorate Premises, District Trade & Industry Centre, First Floor, Korba(C.G.), PIN - 495677	

## **Introduction:**

### **a. About Organization**

Korba Urban Public Transport Society a special purpose vehicle formed with objective of management and monitoring of public transport services in Korba agglomeration area. Korba Urban Public Transport Society is a statutory authority constituted under the Chhattisgarh Societies Registration Act, 1973 (as amended or re-enacted or restated, and as notified from time to time) having its head office at Collectorate Premises, District Trade & Industry Centre, First Floor, Korba (C.G.), PIN - 495677. Korba Urban Public Transport Society will look after all the activities related to City Bus Project in the notified Korba Urban Agglomeration which covers Katghora, Chhuriyaka, Dipika.

b.

### **About Project:**

Korba Agglomeration was sanctioned 48 City Buses under Jawaharlal Nehru National Urban Renewal Mission (JnNURM), Ministry of Urban Development, Government of India and the bus fleet procurement is in process along with the selection of bus operator for operation and management of the fleet.

Following are type of bus and name of cities covered under Korba Agglomeration area.

S. No	Types of Buses	Floor Height of Buses (In MM)	Seating Capacity	Total No. of Buses			
				Katghora	Chhuriyakala	Dipika	
1	Midi Non AC	900 MM	34	20	15	5	40
2	Midi AC	900 MM	34	08	-	-	08
Total Buses in Clusters				28	15	5	48

### **a. Object of the Proposal**

**KUPTS is inviting proposals from eligible bidders who meet the eligibility criteria to provide bus advertisement services for the period of three years.** This advertisement will be on the exterior space on all city buses running by KUPTS, presently they are 48. The society is inviting reputed and established advertising agencies/ firm/ companies to utilize/manage advertising space rights in the city buses run by KUPTS on various routes throughout the Korba Urban Agglomeration. The revenue generated through advertising will be that of the advertisement firm and the firm would have to pay a fixed amount to KUPTS in the form of an authorization fees on a per bus basis for the use of the advertising space. The fees as agreed is to be paid to KUPTS independent of the state and quantum of the revenue earned through the commercial use of the space.

### **Advertising Service Agency:**

The space for advertisement on the buses would be let out to an advertising agency selected by KUPTS through a competitive bidding process. The agency would enter into necessary agreement with KUPTS.

#### ***Rights of Advertising Agency:***

- i. Right to advertise at specified space on the city buses as per Motor Vehicle Act.
- ii. Right to market the Advertising Rights at specified places as per Motor Vehicle Act.
- iii. Right to levy, charge, demand, appropriate, receive fee against lease of such Advertising Rights in part or full

#### ***Obligations of Advertising Agency:***

- i. Would be responsible for obtaining all Clearances in discharging its obligations in terms of this Agreement.
- ii. Display or cause to be displayed advertisements only in the specified areas as mentioned
- iii. Not to display or cause to be displayed advertisement carrying information or graphic or other items relating to alcohol and tobacco products, other than as permitted under Applicable Laws. Surrogate advertisements may be permitted only if certificate of approval is submitted by the Authorisee to Company from the Ministry of Information & Broadcasting, Govt. of India for such surrogate advertisements material.
- iv. To provide other information as may be required by KUPTS from time to time

### **Pre-Proposal Conference**

A Pre-Proposal Conference shall be held in order to clarify and discuss any provisions or requirements related to the Project, this RFP document or any other related issue with the interested bidders. All interested parties shall be free to attend the Pre-proposal Conference at the given address on specified date.

### **Bidding Process**

This RFP document is being issued to all parties who consider themselves eligible for the role of advertising firms/ marketing agencies under the Project.

A sealed bid, in a single envelope is to be submitted which shall include two-envelopes which shall contain Technical Proposal and the Financial Proposal by the prospective advertising firms/ marketing agencies. Envelope-A shall contain the Technical Proposal and subscribed as **“Technical Bid for Advertising Services on City Buses in Korba Agglomeration”** Envelope-B shall contain the Financial Proposal subscribed as **“Financial Bid for Advertising Services on City Buses in Korba Agglomeration”**. Proposal should be super subscribed by **“Proposal for Advertising Services on City Buses in Korba Agglomeration”**

Advertising firms/ marketing agencies whose Technical Proposals will be eligible shall be considered for evaluation of their Financial Proposal.

The Financial Proposal shall be in the form of amount of Authorization Fee that the advertising firms/ marketing agencies propose to pay to KUPTS per month per bus for all routes. The advertising firm/ marketing agency proposing the highest Authorization Fee shall be selected for advertising services on the city buses.

Bidder will quote different authorization fee each one for mini, midi and big bus, to be paid to KUPTS per month, an average of the total offered price per month will be taken as the final Financial Offer by the bidder.

The selected advertising firm shall enter into an agreement with the KUPTS for advertising on the buses under the project.

### **Opening of RFP**

KUPTS will open all proposals in presence of agencies or their authorized representatives who choose to attend, at the time and date mentioned and in the following location:

*The Office of Korba UPTS, Collectorate Premises,  
District Trade & Industry Centre, First Floor,  
Korba(C.G.), PIN - 495677*

The Agency's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared holiday, the RFPs shall be opened at the appointed time and location on the next working day.

### **Eligibility Criteria**

The qualification criteria for the bidders shall be as follows:-

- i. The bidder eligible for participating in the bid process shall be an individual, a partnership firm or Indian Company incorporated under the provisions of Indian Companies Act. The bidder should be legally competent to enter into contract as per prevailing laws and should be single.
- ii. Having minimum three year experience in leasing/selling/ utilizing advertisement space in relevant media viz. hoardings, banners, vehicles, etc as on the Proposal Due Date
- iii. The bidder must have a minimum average annual turnover of Rs One Crores for last consecutive three financial years ending 31<sup>st</sup> March 2015.

### **Contract Period:**

Total contract period under this RFP shall be for three year from the date of signing of agreement.

### **Payment:**

Agency shall make monthly payments to KUPTS by the 10th working day of each month. Late payments shall bear interest of 1.5% per month, accruing from the due date. Notwithstanding any interest owed on late payments, KUPTS reserves the right to cancel this Contract for breach if agency fails to make a payment to KUPTS up to three consecutive months.

**Earnest Money Deposit/ Bid Security:**

The Proposal shall be accompanied by a Bid Security of Rs. 50000/-(Fifty Thousand) in the form of Demand Draft/ Banker Cheque in the name on Secretary, Korba Urban Public Transport Society payable at Korba (C.G.)

Proposal Security of unsuccessful bidder(s) shall be returned by KUPTS within a period of thirty (30) days from the date of execution of the Agreement with the Preferred Bidder. The Proposal Security of the Preferred Bidder shall be returned/ released on receipt of Performance Security from it in accordance with the provision of Agreement

The Proposal Security shall be forfeited by KUPTS, at its sole discretion in the following cases:

- i. The bidder withdraws its proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension agreed by the bidder.
- ii. In the case of a Preferred Bidder, if it fails to sign the Authorization Agreement or furnish the required Performance Security to KUPTS within the time specified in the Notice of Award.

**Performance Security:**

The Preferred Bidder shall furnish Operation Performance Security of Rs.5.00 Lacs by way of Bank Guarantee as specified in the annexure at the end of this RFP which should be valid for the contract period.

**Modifications and Withdrawal of Proposals**

No modifications to the proposal will be allowed once it is received by KUPTS. Proposals can be withdrawn before the date of opening.

**Proposal Validity Period:**

The Proposal shall remain valid for a period of 6 months. The Proposal Validity Period of the Preferred Bidder shall be automatically extended till the date on which the Authorization Agreement is signed with the KUPTS.

**Late Proposals:**

Any Proposal received by KUPTS after the stipulated time on the Proposal Due Date will not be accepted.

**Project Inspection and City Visit:**

The Bidder, at the Bidder's own responsibility and risk can visit to examine the city where the Bus Service is Operational and its surroundings and obtain all information that may be necessary for preparing the proposal. The costs of visiting the city and the offered bus routes shall be borne by the Bidder. KUPTS shall not be liable for such costs, regardless of the outcome of the bidding process.



### **Proposal Preparation Cost :**

Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. KUPTS shall not be responsible or in any way liable for such costs/ expenses, regardless of the conduct or outcome of the bidding process.

### **Amendment of RFP Document :**

On the basis of the inputs provided by Bidders during Pre-Proposal Conference and any further discussions with any/all bidders, which KUPTS may hold at its own discretion, KUPTS may amend the RFP document. Such amendments shall be intimated in writing by KUPTS which will qualify as an Addendum.

At any time prior to the Proposal Due Date, KUPTS may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFP document by way of issuance of an Addendum.

### **Bidders Responsibilities:**

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidder's own risk, and may lead to disqualification of the bid as being non-responsive.

It would be deemed that prior to the submission of the Proposal, the Bidder has:

- i. Made a complete and careful examination of requirements and other information set forth in this RFP document
- ii. Examined all the relevant information as it has received from KUPTS in respect of the project
- iii. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Authorization Agreement, , including but not limited to:
  - a) Passenger volume and forecast
  - b) Technical and financial viability
  - d) All other matters that might affect its performance under the Authorization Agreement

Information provided by KUPTS is only for guidance and general information of the Bidder. KUPTS or its advisors, consultants, project developers, etc. do not accept any responsibility or liability for its completeness and correctness, any errors, omissions, inaccuracies or errors of judgment with respect to information or data provided in this RFP document or otherwise.

### **Disqualification:**

KUPTS may, in its own sole discretion, and at any time during the evaluation process, disqualify any Applicant, if the Applicant has:

- i. Submitted the Proposal after the response deadline;

- ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.;
- iv. Submitted a Proposal which is not accompanied by required documentation or is non-responsive;
- v. Failed to provide clarifications related thereto, when sought;
- vi. Submitted more than one proposal. This will cause disqualification of all the Proposals submitted by such Applicant.
- vii. If such disqualification/ rejection occur after the proposals have been opened and the highest ranking Agency gets disqualified /rejected, the Secretary KUPTS reserves the right to consider the next best agency, or any other measures as may be deemed fit in the sole discretion of KUPTS including annulment of the selection process.

### **Propriety Data**

All documents and other information provided by KUPTS or submitted by an agency to KUPTS shall remain or become the property of KUPTS. Bidders are to treat all information strictly confidential.

### **Termination of Contract**

The KUPTS reserves the right to terminate this contract for any of the following reasons:

- Unsatisfactory performance by the agency
- Undesirable delay in performance of contract
- Significant incompatibility of agency with local officials or public/consumers.

Conversely, the incumbent may terminate the contract with one month Notice to the KUPTS after compensating all the losses to KUPTS due to sudden termination. Abrupt and irresponsible termination of the contract by the Agency may also result in the blacklisting of the Agency.

### **Force Majeure:**

Any cause that is beyond the reasonable control of the firm / agency or KUPTS will be force majeure condition .The cause of the force majeure condition will be taken into consideration only if the tenderer within 15 days from the occurrence of such delay notifies. The KUPTS shall verify

the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the firm shall submit its representation along with documentary evidence for scrutiny by the KUPTS and decision of the KUPTS in this regard shall be final and binding.

**Subcontracting:**

The agency shall not subcontract all or any portion of its services under this contract without the prior written approval of KUPTS and any attempt thereto shall be void and unenforceable.

**Signing of contract and completion of formalities:**

Successful applicant will be required to sign Contract with the KUPTS on non judicial stamp paper of Rs 250/-.Cost of stamp paper and revenue stamp to be affixed on agreement shall be borne by the applicant. The KUPTS shall not reimburse these costs.

Failure of the successful Applicant to sign the contract within seven days of intimation shall constitute sufficient grounds for the annulment of the award, in which event the KUPTS shall blacklist the bidder and forfeit the EMD and make the award to another Applicant or call for fresh bids.

**All buses will be operated by private operator through Public Private Partnership hence a separate tripartite agreement will be signed between authority, advertisement agency & operator.**

**Area for Advertisement in Bus:**

- a) Device:- Bus Body Vinyl Snickering or Standard Quality Painting
- b) Permitted only on vehicles whose primary purpose is to serve a useful function in the transportation of persons or commodities from one place to another.
- c) Advertisements shall be affixed/ painted/ magnetically applied on the outer surfaces of the vehicle.
- d) No animation or movement of any form shall be permitted in fleet advertising.
- e) Advertising devices shall not interfere in any way with the mandatory vehicle signs such as purpose of the bus service, number plate etc.
- f) The advertisement partner shall have to obtain a no objection certificate from the Municipal Corporation for the display of advertisement at their own cost.
- g) Permitted area for Advertisement as per typology of buses is detailed in Schedule 2.
- h) Selected Agency is not authorized to use advertising area inside the bus. Advertisement in the interior sections and the ITS systems will not be a part of this RFP and will be dealt separately.

### **Bus Routes:**

The KUPTS has so far identified the bus routes (mentioned under Schedule 1) for all type of buses running on these routes for advertising services. The buses will generally be operational on all days. The details of the buses and the bus routes are as provided in the schedule below. The number of buses can be increased at the discretion of KUPTS as part of this contractual arrangement in the event of adding buses to the existing fleet through an appropriate and mutually agreeable amendment/addendum. Owing to the nature of the service, the bus routes are indicative only and are subject to alteration without any notice at the sole discretion of KUPTS.

### **Modification/Amendment in RFP:**

Modification/Amendment/Corrigendum, if any, to the RFP document, shall not be advertised in the newspapers but shall be posted in the website only.

### **Fine/Penalty**

- i. Fines/ penalty shall be calculated as defined below.
- ii. KUPTS claims no liability for any fines or claims raised by citizen, court of law or any other entity due to content of the advertisement any other issue arising related to the advertisement.
- iii. KUPTS may add/delete/change/modify the parameter on which fines can be applied. At least 60 day prior notice shall be given to the agency before such additional fines can be applied.
- iv. Fines levied shall be supported by reports of KUPTS inspection staff or/and KUPTS Operation control centre.

<b>Nature of violation</b>	<b>Fines (INR)</b>
Displaying advertisement on areas other than designated preapproved permissible area.	1000.00 <b>per Day per Bus</b>
Damage to bus body due to misuse/ mishandling of advertisement space/area	1000.00 per incident or Actual repair charges whichever is higher
Display of Torn Out/Damaged Advertisements	500.00 <b>per Day per Bus</b>

Above penalties/ fines are in addition to prevailing law.

### **Fraud and Corrupt Practices**

The Agency and their respective officers, employees, agents and advisers shall observe the higher standard of ethics during the selection Process. Notwithstanding anything to the contrary

contained in this RFP, the KUPTS may reject a proposal without being liable in any manner whatsoever to the Agency, if it determines that the Agency or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the KUPTS shall, without prejudice to its any other right or remedies, forfeit and appropriate the EMD/Bid security or Performance Security, as the case may be, as mutually agreed genuine pre estimated compensation and damages payable to KUPTS for, inter alia, time, cost and effort of KUPTS, in this regard to the RFP, including consideration and evaluation of such Agency's proposal.

2 Without prejudice to the rights of the KUPTS under Clause hereinabove and the rights and remedies which the KUPTS may have under the agreement, if an Agency is found by the KUPTS 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 selection process or the execution of the agreement, such Agency shall not be eligible to participate in any tender or RFP issued by the KUPTS during a period of 2 (two) years from the date such Agency or Consultant, as the case may be, is found by the KUPTS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3 For the purposes of this Clause, 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 selection Process (for avoidance of doubt, offering of employment to or employing engaging in any manner whatsoever, directly or indirectly, any official of the KUPTS who is or has been associated in any manner, directly or indirectly, with the Selection Process 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 KUPTS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after execution of the Agreement, any person in respect of any matter relating to the Project or the Agreement or otherwise, who at any time has been or is a legal, financial or technical consultant/adviser of the KUPTS 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 Selection 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 Selection Process;

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

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

### **Arbitration**

In the event of any dispute or difference between the parties relating to meaning or effect of the Agreement or any other clause or in respect of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or incidental to the continuance of this agreement or thereafter such disputes or differences shall be resolved by mutual negotiations/mediations.

If however such negotiations/ mediation are infructuous, they shall be decided by sole arbitrator who shall be "Principal Secretary, Urban Administration and Development Department, Government of Chhattisgarh". His decision shall be final and binding on all parties.

Any reference to arbitration shall not relieve either party from the due performance of its obligations under the agreement.

### **Jurisdiction:**

In case any of the party wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Korba (Chhattisgarh) shall have the jurisdiction.

**FINANCIAL PROPOSALFORMAT  
(On the Letter Head of the Bidder)**

To,  
The Secretary,  
The Office of Korba UPTS, Collectorate Premises,  
District Trade & Industry Centre, First Floor,  
Korba(C.G.), PIN - 495677

**Sub: Proposal for Advertising Services on City Buses in Korba Agglomeration.**

Being duly authorized to represent and act on behalf-----and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, we hereby provide our Price Proposal.

I have read all the general conditions etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to utilize advertising rights on city buses on the designated routes in accordance with the terms and conditions as provided in the above mentioned document/s and undertake to pay to the KUPTS, a average monthly Authorization Fee of Rs.....per bus per month for the authorization period, **which will be escalated @ 10% every year during the Authorization Period.**

Average Authorization Fee per bus per month

Type of Bus	Rs.(In figures)	Rs.(In Words)
Midi Bus		
Midi AC Bus		
Standard Bus		
Standard AC Bus		
Total		
Average		

Name of Bidder:

Signature of the Authorized Person

Seal:

## Format for Performance Guarantee

### FORMAT FOR PERFORMANCE GUARANTEE

(To be issued by any Nationalized/Scheduled Bank)

(On a Non Judicial Stamp Paper as per value applicable)

To  
The Secretary,  
The Office of Korba UPTS, Collectorate Premises,  
District Trade & Industry Centre, First Floor,  
Korba(C.G.), PIN - 495677

WHEREAS \_\_\_\_\_ [Name and address of the Bus Operator] (hereinafter called "the agency") has undertaken, in pursuance of Letter of Acceptance (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_ [Name of contract and brief description of works) (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the agency shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Operators up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words \_\_\_\_\_], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of secretary, Korba Urban Public Transport Society, Korba,C.G. through our branch operable at Korba at The Office of Korba UPTS, Collectorate Premises, District Trade & Industry Centre, First Floor, Korba(C.G.), PIN - 495677 and if invoked, en-cashable at \_\_\_\_\_, branch of \_\_\_\_\_ bank at Korba, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [ amount of Guarantee ] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Bus Operator before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Bus Operator shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.



The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Operators or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand or a request for extension in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid until \_\_\_\_\_ (valid for period of 10 years from the date of LOA) and shall be extended, before its expiry, if required, for the further period).

Signature and Seal of the Guarantor \_\_\_\_\_

Name and Designation \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

In presence of

1. \_\_\_\_\_

(Name, Signature & Occupation)

2. \_\_\_\_\_

(Name, Signature & Occupation)

**Format for Certificate Regarding Blacklisting**

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted  
(On a Stamp Paper of relevant value)

Affidavit

We M/s. .... (Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Chhattisgarh (GoCG) / any other entity of GoCG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_-(Proposal submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Selection Process or thereafter during the agreement period. Dated this .....Day of ....., 2015

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person

## COVERING LETTER

To  
The Office of Korba UPTS, Collectorate Premises,  
District Trade & Industry Centre, First Floor,  
Korba(C.G.), PIN - 495677

### **Re: Proposal for Advertising Services on City Buses in Korba Agglomeration.**

Sir,

In response to the RFP, dated \_\_\_\_\_ issued by KUPTS, we offer PROPOSAL in response to bid. In the capacity of the Applicant for the Services , we declare that we are willing to carry the Services (as mentioned in the invitation ) intended to be outsourced, should the KUPTS select us for this purpose.

We are submitting this PROPOSAL on our own. If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience as specified in the Enquiry. We understand that the basis for our qualification will be our PROPOSAL, and that any circumstance affecting our continued eligibility under the inquiry, or any circumstance which would lead or have led to our disqualification under the inquiry, shall result in our disqualification under this process.

We understand that you are not bound to accept any or all PROPOSALS you receive.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Applicants for the Project, in connection with the preparation and/or submission of our PROPOSAL for the services, or preparation of the bidding documents.

We declare that we are not facing any enquiry or investigation under Prevention of Corruption Act in India or similar enactment in any other country.

We undertake that, in competing for (and, if we are selected, in executing) the works, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We acknowledge and understand that in the event that the KUPTS discovers anything contrary to our above declarations it is empowered to forthwith disqualify us and our PROPOSAL from further participation in the process.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory:

Name of Applicant:

Address:

## COMMERCIAL DETAILS OF AGENCIES / FIRMS

1. Full Name of the Firm / Agency :
2. Location of Head Quarter & Branches:
3. Date of commencement of Business. :  
(Kindly attach a self attested certificate of Registration)
4. Full address of Head Quarter & Branches:
5. Telephone Number / Mobile No. :
6. E-mail address. :
7. Name & Address of Proprietor :
8. Names & Address of partner :  
(In case of Partnership Firm)
9. Name & Address of Director :  
(In case of Company)
10. Names & Addresses of major clients : (Attach separate sheet, if required).
11. Attach proof in respect of relevant items :

It is here by certified that the information given as above and also elsewhere in the offer are correct to the best of my belief and knowledge. I understand that KUPTS can take action against any finding of incorrectness in future appropriately.

List of the documents enclosed:

- 1) PAN Card.
- 2) Residential proof (for proprietor / partner / director).
- 3) Proof regarding office.
- 4) A copy of Registration (Gumasta/Sales Tax/ Service Tax).
- 5) Copy of Partnership Deed & Registration In case of Partnership Firm and ROC certificate and MOA & AOA in case of Company.
- 6) Income Tax Returns of last three years.
- 7) Audit Report for last three financial years ending on 2012, 13 & 14.

NOTE: - Relevant documentary proofs in respect of all the above requirements need to be submitted along with the offer. Without sufficient documentary proof about above qualifying criteria, the Offer is likely to be rejected.

Signature of authorized representative

Seal

## Financial Details (as per audited Balance Sheets)

Please enclose copies of Audited Annual Balance Sheet and P&L Account of past three years.

(Amount - Rs in Lac)

Sl. No.	Particulars	Total Gross receipts/Turnover	Net Profit
1	FY 2011- 12		
2	FY 2012- 13		
3	FY 2013- 14		
3	Total for past three years		
4	Average of last three FYs		

### CERTIFICATE

I / We have verified above information with the books of accounts / records being maintained by M/s..... and based on that I / We Certify the above information is True and Correct.

For \_\_\_\_\_

Chartered Accountants

(Signature)

Name :

Membership No.

Place

## **SCHEDULE-1**

### **BUS ROUTES**

Bus routes in Korba agglomeration shall be decided based on the origin and destination of the demand between the routes. Following routes are indicative and KUPTS will have right to change it any time before award of contract or between the contract period. KUPTS reserve right to increase or decrease bus routes at any time during the contract period.

Following routes are indicative and Authority will have right to change it any time before award of contract or between the contract period. Authority reserve right to increase or decrease bus routes at any time during the contract period.

#### 1. Korba – 48 Buses

Route No.	Route Description (Origin, Destination, En-route Location)	Length (km)
1	Korba Railway Station to Rajgamar	20.50
2	Korba Railway Station to Civic Centre,Balco	14.50
3	Darri bus stand to Korba Railway Station	21.50
4	Korba Railway Station to Bankimongra	18.00
5	Korba Railway Station to I.T. Engineering College,Jagahara	13.50
6	Bankimongra to Darri Bus Stand	16.00
7	Gevra Railway Station to Dipka Bus Stand	14.00
8	Korba Railway Station to Kasania Modh via. Katghora	33.50
9	T.P. Nagar Bus Stand to Haldi bazar	21.00
10	T.P. Nagar Bus Stand to Madwarani	19.00
11	T.P. Nagar Bus Stand to Dipka Bus Stand	22.00

**SCHEDULE-2**

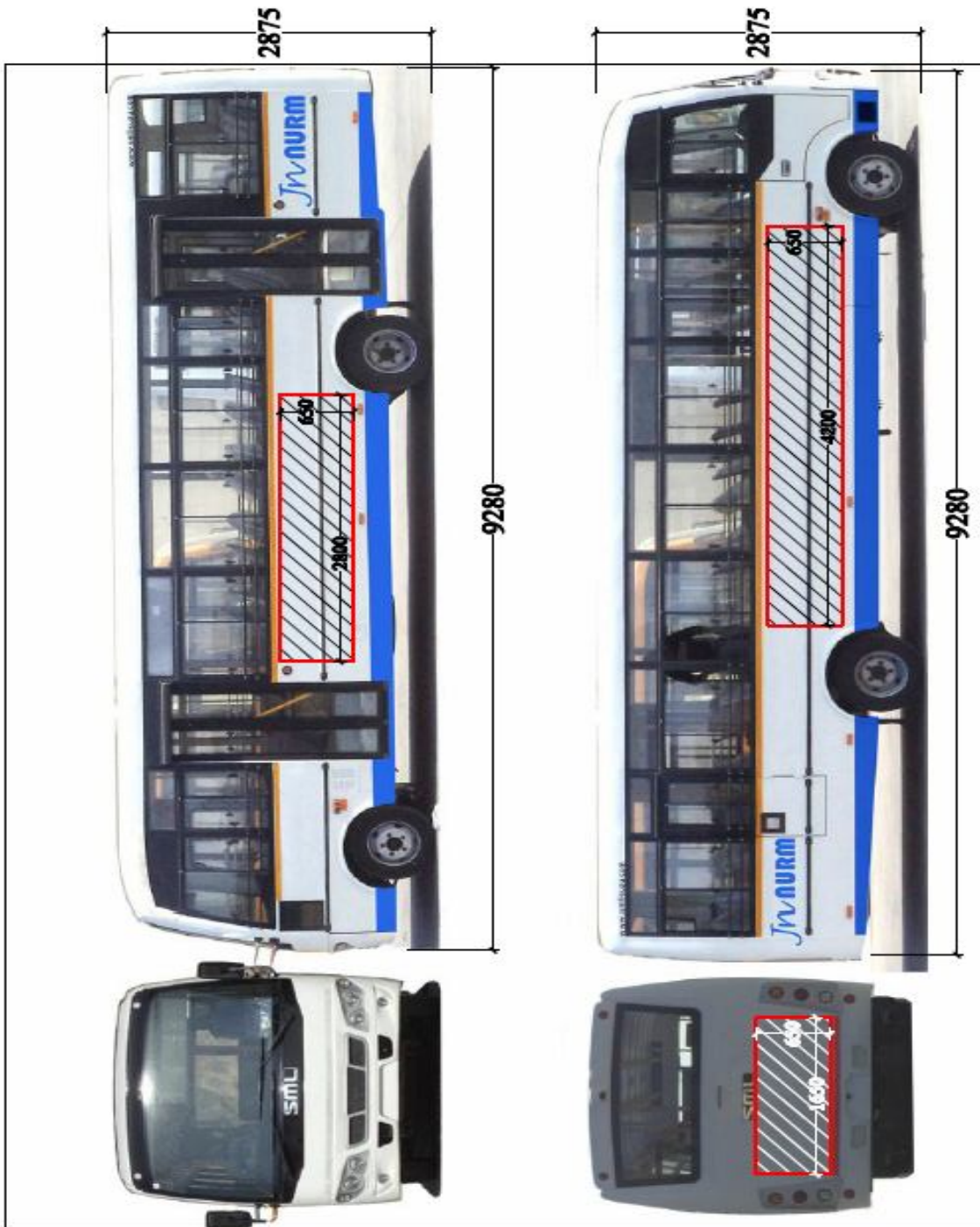
**PERMITTED AREA FOR BUS ADVERTISEMENT**

**MINI BUSES**



**MINI URBAN BUS**

**MIDI BUSES**





**STANDARD BUSES**

