

AUGUST 2020

**REQUEST FOR PROPOSAL
FOR
DISPLAY OF ADVERTISEMENT
ON 145
MODERN BUS-QUEUE-SHELTERS
IN JAIPUR CITY
WITH THEIR MAINTENANCE**



JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur
Office ph. 0141 - 2/44562 e-mail - jctsl.bus@gmail.com Pin Code - 302015

CONTENTS OF RFP DOCUMENT

The RFP document comprises of the sections as listed below and would additionally include any addendum issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

1.	Section I	Disclaimer
2.	Section II	Notice Inviting Bid (NIB)
3.	Section III	Definitions and Abbreviations
4.	Section IV	Definitions and Abbreviations
5.	Section V	Instructions to Bidders (ITB)
6.	Section VI	Key Terms of the Contract
7.	Section VII	Bid Forms and accompanying document templates
8.	Section VIII	Agreement for Display of Advertisements on BQS and their Maintenance Schedules

SECTION – I

DISCLAIMER

This RFP is being issued by Jaipur City Transport Service Limited (JCTSL), a SPV which runs the public bus service in the city of Jaipur in Rajasthan. The responsibility of the administration of JCTSL comes under the Local Self Department, Govt. of Rajasthan. Bids are invited for selection of Agency's for Display of advertisement on 145 Modern State of Art Bus-Q-Shelters & their Maintenance in Jaipur on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of JCTSL.

It is hereby clarified that the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. Bidder should carefully examine and analyze the RFP and to carry out its own investigation with respect to all matters related to the project, seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequences of entering into any agreement and / or arrangement relating to the project. JCTSL makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP.



BID SUMMARY

E-Tenders are invited from interested individual Agencies/ Firm/ Company for Display of Advertisements on BQS and their maintenance in Jaipur in the State of Rajasthan duly signed and super scribed. Summary of the RFP is listed below:-

Organization Name	JAIPUR CITY TRANSPORT SERVICE LIMITED	
Department Name	Local Self Government Department	
Name of Work	Display of Advertisement on 145 Modern State of Art Bus-Q-Shelters and their Maintenance in Jaipur	
Tender Type	Two Part Bid Process i.e. Techno-commercial Bid and Financial Bid	
Bidder Nationality	Indian	
Bidding Currency	Single – Indian National Rupees	
Number of Bus-Q-Shelter for Display	Display of Advertisement on the 145 Newly Bus-Q-Shelters and Their Maintenance in Jaipur. Quantity can be Increase or Decrease	
Term of the contract	36 months from Month of Commercial Operation Month (Three Years)	
Schedule of Tender	Uploading of Tender Documents: 01-09-2020, Time 06:00 PM	The details terms & conditions of the tender can be downloaded from State Public Procurement Portal, http://sppp.rajasthan.gov.in or e-Procurement Portal, http://eproc.rajasthan.gov.in
	Bidder shall have to post their queries for Pre-bid Meeting prior to 07-09-2020 at 01:00 PM through E-Mail address jctsl.bus@gmail.com and /or physically at the office of JCTSL.	Pre-Bid Meeting: 07-09-2020 at 03:00 pm Venue: - Jaipur City Transport Services Ltd. 2 nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur - 302015
	Online Submission of Bid Security & Bid Fee	Copy of Bank Guarantee as Bid Security & copy of DD of Bid Fee shall be uploaded on http://eproc.rajasthan.gov.in as part of techno-commercial bid on or before due date and time of online submission of bids.
	Physical submission of Bid Security and Tender Fee	On or before day 24-09-2020 before 01:00 PM. At the office of "Managing Director, JCTSL, Jaipur. Room No. 209, 2 nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur, Pin Code-302015, by Speed Post/ RPAD/ Courier in sealed cover duly super scribed with name of work and Bid Notice No. 11/2020-21 .
	Online Submission of Bid	Techno-commercial Bid as well as financial bid have to be submitted online together in two separate envelop under Two Part Bidding Process on or before 24-09-2020 upto 02:00 PM. on the http://eproc.rajasthan.gov.in . The

		bid shall be opened online by the Bid Evaluation Committee in the office of "Managing Director, JCTSL, Jaipur. Room No. 209, 2 nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur, Pin Code-302015, by Speed Post/ RPAD/ Courier in sealed cover duly super scribed with name of work and Bid Notice No. 11/2020-21.
	Opening of Bid	Techno-commercial Bid shall be opened online at 03:30 PM on 24-09-2020 by the Bid Evaluation Committee in the office of Managing Director, JCTSL Jaipur. Then techno-commercial bid shall be evaluated by the committee and if found in accordance with requirement of RFP, the financial bid of eligible bidder shall be opened just after it or the date of opening of bid shall be communicated separately.
	Bid validity period	180 days from due date of Bid Submission.
Payment Details	Bid Fee	₹ 11800/- (₹ Eleven Thousand Eight Hundred Only) (including GST) in the form of Account Payee Demand Draft/PO in favour of "Managing Director, JCTSL" and payable at Jaipur. Copy of Demand Draft of Bid Fee shall be uploaded on http://eproc.rajasthan.gov.in as part of techno-commercial bid.
	BID SECURITY ₹ 27.29 lac (₹ Twenty Seven Lac Twenty Nine Thousand)	The amount (here in after referred to as "Bid Security") to be deposited in form of Bank Guarantee of any Nationalize Bank or any Schedule Bank issued in favour of "Managing Director", JCTSL payable at Jaipur or Demand Draft issued in favour of "Managing Director", JCTSL payable at Jaipur. EMD in form of FDR or Cheque shall not be accepted. Copy of Bank Guarantee/ DD as Bid Security shall be uploaded on http://eproc.rajasthan.gov.in as part of technical bid.
Bank for Payment of Amount	All the payment in the form of Demand Draft, Pay Order, Bank Guarantee etc. made by the Bidder for Document fee, EMD, Performance Security, etc. shall be from any schedule bank.	
Processing Fee	₹ 1,000/- (₹ One Thousand Only) through DD in favour of Managing Director, RISL payable at Jaipur. Copy of Demand Draft of Processing Fee shall be uploaded on http://eproc.rajasthan.gov.in as part of technical bid.	

Important Dates

Issue / Uploading of RFP	01-09-2020 at 06:00 pm
Last date for receipt of queries for Pre-Bid Meeting (pls. share word file also)	07-09-2020 upto 01:00 PM
Pre-bid Meeting	07-09-2020 at 03:00 PM
Uploading of Minutes of Pre-Bid and Revised RFP Document	11-09-2020 at 05:00 PM
Last date of online submission of Bid i.e. Techno-commercial & Financial Bid	24-09-2020 upto 02:00 PM
Online Opening of Technical Bid	24-09-2020 at 03:30 PM
Online Opening of Financial Bid	Will be notified
<p>Contact person for any clarification and details Chief Financial Officer, JCTSL</p> <p>Off. Tel. No. – 0141-2744562, 2744776</p> <p>E-mail: jctsl.bus@gmail.com</p> <p>Website: http://transport.rajasthan.gov.in/jctsl</p> <p>Room No. 209, 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur – 302015.</p>	



SECTION - II

NOTICE INVITING BID

CIN No.:U60210RJ2008SGCO25819	
JAIPUR CITY TRANSPORT SERVICES LIMITED	
<small>Regd. Off. 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur - 302015 Office Ph. 0141 - 2744562; Fax No. 0141-2744562; E-mail - jctsl.bus@gmail.com; Website - http://transport.rajasthan.gov.in/jctsl</small>	
	
No. No. F(3)/JCTSL/Fin/Bus-Q-Shelter/2020-21/D-3132	Date: 31-08-2020
<u>Notice Inviting e-Bid: - 11/2020-21</u> <u>UBN JCT2021SLOB00009</u>	
<p>Jaipur City Transport Services Ltd. invites e-tenders from the Experienced, Qualified, Interested Persons, Companies, Registered Partnership Firms and Proprietary Firms through two part bid for selection of agency for "Display of Advertisement on 145 Modern State of Art Bus-Q-Shelters and their Maintenance in Jaipur". Last date of online submission is 24-09-2020 upto 02:00 pm. The detailed notification/ RFP documents shall be uploaded on website https://eproc.rajasthan.gov.in & http://sppp.raj.nic.in on 01-09-2020 at 06:00 pm. Bids are to be submitted online in electronic format. Bidder shall obtain the user ID and password for participating in e-tendering system through website https://eproc.rajasthan.gov.in or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and contact No. 0141-4022688 (Help Desk 10:00 AM to 06:00 PM on all working days).</p>	
 Chief Financial Officer, JCTSL	

मुन्ना लाल टोडीवाल
मुख्य वित्तीय अधिकारी
सीटीएसएल, जयपुर

PROJECT OVERVIEW

JAIPUR CITY TRANSPORT SERVICES LIMITED

Jaipur City Transport Services Ltd (JCTSL) is an SPV under JnNURM formed by Government of Rajasthan. Company came into existence in February 2008 with the sole aim of providing safe, reliable, clean and affordable public transportation to the city and sub-urban areas of Jaipur. JCTSL owns a fleet of 400 buses, three depots, operating approximately on 32 routes. JCTSL is operating its buses on different-different modes. JCTSL has constructed 145 Modern State of Art Bus-Q-Shelters at various locations in Jaipur City.



SECTION – III

DEFINITIONS & ABBREVIATIONS

In this RFP, the following word(s), unless repugnant to the context or meaning thereof or defined in agreement for Display of Advertisement rights on BQS and their maintenance (as defined below), shall have the meaning(s) assigned to them herein below:

1. "Jaipur City Transport Service Limited" or "JCTSL" shall mean the SPV set up under company act by Govt. of Rajasthan.
2. "Bus-Q-Shelters" means specifications of Bus-Q-Shelters owned by JCTSL which are to be maintained as per this RFP.
3. "Agreement for Display of Advertisement on BQS and their maintenance" means the agreement including, without limitation, any and all annexure thereto which will be entered into between JCTSL, and the Successful Bidder through which rights will be granted to the Successful Bidder for Display of Advertisement on BQS and their maintenance.
4. "Agency" means the Successful Bidder for Display of Advertisement on BQS and their maintenance under in accordance with the terms and conditions of Agreement for Display of Advertisement on BQS and their maintenance.
5. "Parties" means the parties to the Agreement for Display of Advertisement on BQS and their maintenance and "Party" means either of them, as the context may admit or require.
6. "Person" means any Registered Firm which is either a proprietorship, corporation, partnership, joint venture, government or governmental authority or agency or any other legal entity.
7. "Project" means the project of Display of Advertisement on BQS and their maintenance, in accordance with the terms and conditions of agreement for Display of Advertisement on BQS and their maintenance.
8. "RFP" means this Request for Proposal document issued by JCTSL for the purposes of selecting agency for Display of Advertisement on BQS and their maintenance, Notice Inviting Bid, and Instructions to Bidders, Letter of Acceptance and Agreement for Display of Advertisement on BQS and their maintenance with any amendments thereto.
9. "Successful Bidder" means Person/ Agency who has been selected by JCTSL pursuant to competitive bidding process pursuant to this RFP.
10. "Third Party" means any Person/ Agency other than JCTSL and the Successful bidder.



SECTION – IV

INSTRUCTIONS TO BIDDERS (ITB)

1. Due Diligence: The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.
2. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of its bid and JCTSL will not be liable any costs, regardless of the outcome of the bidding process.
3. Amendment of Bidding Documents: At any time before the deadline for submission of bids, JCTSL may, for any reason, modify the RFP by amendment. Any amendments / modifications to the RFP shall be through the issue of addendum(s) to the RFP, which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s)"). All prospective bidders shall be informed of such Addendum(s) in writing by uploading the document on the website <http://eproc.rajasthan.nic.in> & <http://sppp.raj.nic.in>, the contents, terms and conditions of all such Addendums(s) shall be binding on all bidders.
4. Clarification to RFP Documents: In the event that any bidder requires any clarification on the RFP, such bidder is expected to send its queries to JCTSL in writing by e-mail, registered post or courier latest by date specified in the Bid Summary at the following addresses in order to enable JCTSL to have adequate notice of the said queries so that the same may be addressed at the pre bid meeting.
The queries are to be sent to:
Managing Director, JCTSL, Jaipur.
Room No.209, IInd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi Tonk Road, Jaipur - 302015
Email Id: jctsl.bus@gmail.com
5. Pre-Bid Meeting: A pre-bid meeting shall be held on 07-09-2020 at 03:00 PM in the office of Managing Director, JCTSL at the address mentioned in the Bid Summary. For clarifications and replies to the queries raised by prospective bidders. Clarifications, if any, including the text of the relevant questions rose at the pre bid meeting and the responses given thereon & revised tender document shall be uploaded on the e-procurement website <http://eproc.rajasthan.nic.in> & <http://sppp.raj.nic.in>. Bidders may send their queries before the meeting in writing by e-mail, registered post or courier. Nothing in this section shall be taken to mean or read as compelling or requiring JCTSL to respond to any questions or to provide any clarification to a query. JCTSL reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications if JCTSL in its sole discretion considers that no reply is necessary.
No extension of deadline for submission of bids will be granted on the basis or grounds that JCTSL has not responded to any question or provided any clarification to a query.

6. Documents constituting Bid:

The Techno-commercial bid as well as financial bid both have to be submitted together in separate (Envelopes E-1 & E-2) online at a time on the e-procurement website <http://eproc.rajasthan.nic.in>. The documents uploaded on the e-Procurement website as part of techno-commercial bid shall be considered as authentic for the purpose of technical evaluation by the Bid Evaluation Committee.

7. PREPARATION OF BIDS:

(a) Techno-commercial Bid (Envelopes E-1): The following documents shall be the part of Techno-commercial Bid to be submitted online in this envelope.

- (i) Form-T8 Annexure as per "The Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013".
- (ii) A copy of Bid Security of requisite amount, copy of DD for Bid Fee and Processing Fee as per guideline given in Bid Summary.
- (iii) The formats Form T1 to T6 as per Section-V of RFP document duly filled & signed.
- (iv) Documents in support of techno-commercial qualification as per the Point No. 16 of ITB.

(b) Financial Bid (Envelope E-2):- The financial bid in the Format F-1 has to be submitted online in this envelope along with techno-commercial bid separately.

8. Hard Copy of Techno-commercial Bid: Bidder shall submit following original documents in the office of Managing Director, JCTSL before or on due date & time of bid submission in a sealed envelope:-

- i) The Bank Guarantee of Bid Security of requisite amount as per bid summary.
- ii) The DD of cost of Bid Document as per bid summary.
- iii) The DD of processing fee as per bid summary.

In case of non-submission of above documents, the bid is likely to be rejected.

9. Validity Period: Bids shall remain valid for a period of 180 days (one hundred eighty days) from the date of submission of bids. JCTSL reserves the right to reject a bid as non-responsive if such bid is not valid for a period mentioned above.

10. Extension of Period of Validity: In exceptional circumstances, JCTSL may solicit the bidder's consent for an extension of the period of bid validity period. Any such request by JCTSL and the response thereto shall be made in writing and such extension of bid validity period by the bidder should be unconditional. A bidder may refuse JCTSL's request for such extension without forfeiting the Bid Security. A bidder accepting the request of JCTSL shall not be permitted to modify its bid.

11. Mailing Address for Hard Copy of Technical Bid: Bids shall be addressed to JCTSL and sent either in-person or by Registered Post, Speed Post, and Courier only at the following address:

Managing Director
Jaipur City Transport Service Limited,
2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi Tonk Road, Jaipur-302015

12. Last Date and Time for Online Submission of Technical Bid:
- 12.1 The Bid shall be submitted through e-Procurement Portal <http://eproc.rajasthan.gov.in>. Bidders need to register in the e-Procurement portal to submit their bids online. The Bid document can be viewed free of cost on e-Procurement Portal.
- 12.2 The bids shall be submitted online on or before 02:00 PM, dated 24-09-2020. In the event of the specified date which is stipulated as the deadline for submission of bids is declared as a holiday for JCTSL, the bids will be received up to the appointed time on the next working day at the same time.
- 12.3 It is mandatory for the bidder to submit original copies of documents required in techno-commercial bid mentioned below physically in a sealed envelope at the address mentioned in Point No.-11 on or before 01:00 PM, dated 24-09-2020.
- i) The Bank Guarantee of Bid Security of requisite amount as per bid summary.
 - ii) The DD of cost of Bid Document as per bid summary.
 - iii) The DD of processing fee as per bid summary.
13. Extension of Deadline for Submission of Bids: If the need so arises, JCTSL may, in its sole discretion, extend the deadline for submission of bids by amending the RFP in this behalf. In such event, all rights and obligations of JCTSL and bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the deadline for submission of bids shall be notified to the bidders by dissemination of requisite information in this behalf on the website.
14. Late Bids: Any bid received by JCTSL after the deadline for submission of bids prescribed by JCTSL will be summarily rejected and may be returned unopened to the bidder. JCTSL shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.
15. Modification and Withdrawal of Bids: Bidder shall not be allowed to modify any part of its bid after the bid submission. In order to avoid forfeiture of Bid Security, a bidder may withdraw its bid after submission thereof, provided that JCTSL receives written notice of such withdrawal before the expiry of deadline for submission of bids.
16. Qualification
- Techno-Commercial Qualification
- (i) Bidding shall be open to persons, entities, which include companies, registered partnership firms and proprietary firms, which are interested in bidding for the Project as per terms & conditions laid down in RFP.
 - (ii) The company, registered partnership firm, proprietary firm etc. must be well established and must have three of experience in the field of advertisement of Shelters and other related field prior to the issuance of this RFP.
 - (iii) The bidder shall submit copy of documents in support of his experience. These documents shall be uploaded on the e-procurement website as part of techno-commercial bid.

- (iv) The bidder shall submit audited accounts of last three financial years. Last 3 financial years be read as Financial Year: 2017-18, 2018-19 and 2019-20.
 - (v) Form-T8 Annexure as per "The Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013".
 - (vi) A copy of Bid Security of requisite amount, copy of DD for Bid Fee and Processing Fee as per guideline given in Bid Summary.
 - (vii) The formats Form T1 to T6 as per Section-V of RFP document duly filled & signed.
17. Two Part Bid Process:- The Bid shall be submitted through e-Procurement Portal (<http://eproc.rajasthan.gov.in>). Bidders need to register in the e-Procurement Portal to submit their bids online. The Bid document can be viewed free of cost on e-Procurement Portal.
- (a) JCTSL intends to invite bids under two part bid process, as per the Rajasthan Transparency in Public Procurement Act 2012, namely Techno Commercial Bid containing the technical and performance aspects as part one and the financial bid containing financial aspects including the prices as part two.
 - (b) The bids received on the e-procurement portal shall be examined and evaluated, as per terms & conditions of the RFP, by the Bid Opening and Evaluation Committee of JCTSL.
 - (c) (i) Part-I Opening of Techno Commercial Bid: - Techno Commercial Bid received online by Jaipur City Transport Services Limited, Jaipur in response to this RFP shall be downloaded by the Evaluation Committee in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at 03:30 PM on dated 24-09-2020 in the office of Managing Director, Jaipur City Transport Services Limited 2nd Floor Old Working Women Hostel,, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur-302015.
JCTSL shall notify the details of bidders who have qualified in the Techno Commercial evaluation on the <http://eproc.rajasthan.gov.in> & <http://sppp.rajasthan.gov.in>
 - (ii) Part-II - Opening of Financial Bids:- After the evaluation of Techno Commercial Bids JCTSL shall notify the date & time for opening of online Financial Bid to the Bidders who have been declared technically qualified. The bid can opened just after opening of Techno-Commercial Bid or later on for which the bidders will be informed.
 - (d) Attending bids: - The bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the various bids opening process. In the event of the specified date of bid opening being declared a holiday for JCTSL, the bids shall be opened at the appointed time and location on the next working day. Non- attendance of the bid openings will not result in is qualification and it is clarified that attendance is optional. Further, it is clarified that all the bidders would be notified about the bidders who have qualified for the next stage either by e-mail, courier, telephone, Website or registered post. Bids of those bidders who are rejected shall not be opened and shall be returned to such bidders as per the procedure set forth in this RFP.

18. Clarification of Bids: - During evaluation of bids, JCTSL may, at its discretion, ask the bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by JCTSL before the expiration of the deadline prescribed in the written request for clarification, JCTSL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.
19. REJECTION OF BID
- a. A bid is likely to be rejected by JCTSL without any further correspondence, as non-responsive, if:-
- Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP; or
 - Bid is not submitted in the bid-forms annexed in the RFP; or
 - Bid not submitted online through e-procurement portal or submitted by telex, fax or email; or
 - Bid Security, Cost of Bid Document & Processing Fee does not conform to the provisions set forth in this RFP;
- b. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of bid.
- c. In addition to the foregoing, in the event a bidder makes an effort to influence JCTSL in its decisions on bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such bidder's bid.
20. CRITERIA FOR EVALUATION OF BIDS:
- a. Evaluation of Techno-Commercial Bid: Bid received online electronically shall be evaluated by Bid Opening & Evaluation Committee.
- In order to be qualified, the Bidder must submit electronically
- A copy of Bid Security of requisite amount, copy of DD for Bid Fee and Processing Fee as per guideline given in Bid Summary.
 - The formats Form T1 to T6 as per Section-V of RFP document duly filled & signed.
 - Documents in support of techno-commercial qualification as per the Point No. 16 of ITB.
 - Form-T8 Annexure as per "The Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013".
- b. Evaluation of Financial Bid: - Financial Bid for Display of Advertisement rights on BQS and their maintenance in Jaipur shall be downloaded from e-procurement portal only of the bidders who have qualified in techno-commercial bid.
21. DETERMINATION OF SUCCESSFUL BIDDER
- The Successful Bidder shall be determined on the basis of highest License Fee per BQS per month quoted in the RFP Document.
22. Discharge of Security Deposit of unsuccessful bidder(s): The Security Deposit of unsuccessful bidders will be discharged / returned as promptly as possible after the expiry of bid validity period and latest by the 30th (thirtieth) day from the signing of the agreement for Display of Advertisement on BQS and their maintenance with the Successful Bidder.

23. Discharge of Security Deposit of Successful Bidder: The Successful Bidder shall be required to furnish a Performance Guarantee (As per Clause-29) on or before the date of signing the agreement for Display of Advertisement rights on BQS and their maintenance. The Security Deposit of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the Performance Guarantee.
24. Forfeiture of Security Deposit: Security Deposit of a bidder shall be forfeited in the following events:-
- a) When the bidder withdraws or modifies its bid after opening of bids;
 - b) When the bidder does not execute the agreements, if any, after placement of supply/ work order within the specified period;
 - c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d) When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e) If the bidder breaches any provision of code of integrity prescribed for bidders.
25. Award of Contract: JCTSL shall issue a letter of acceptance ("LoA") to the Successful Bidder. JCTSL shall issue the LOA in duplicate to the Successful Bidder and the Successful Bidder would be required to sign and return the duplicate copy of the LoA as acknowledgement within 7 (seven) days of the receipt of the LOA by the Successful Bidder. In the event the duly signed duplicate copy of the LoA by the Successful Bidder is not received within the stipulated 7 (seven) days, JCTSL shall have the option to either extend such time limit for the receipt of the duplicate copy or deduct from the Bid Security of such Successful Bidder an amount which at the sole discretion of JCTSL is believed to be the loss and/ or damages suffered by JCTSL as a result of the delay in providing the acknowledgement.
26. In the event the Successful Bidder fails to acknowledge the LOA, and the next eligible bidder may be considered by JCTSL.
27. Signing of Agreement for Display of Advertisement on BQS and their maintenance: Bidders should note that in the event of acceptance of its bid, the Successful Bidder(s) would be required to execute the Agreement for Display of Advertisement on BQS and their maintenance in the form annexed hereto. It is clarified that the issuance of the LOA shall be followed by signing of the Display of Advertisement on BQS and their maintenance (as aforesaid) and thereafter the Successful Bidder shall commence work of maintenance of BQS and their upkeep as per the Display of Advertisement on BQS and their maintenance. The signing of the Display of Advertisement rights on BQS and their maintenance shall be completed not later than 1 (one) month of the issuance of the LOA to the Successful Bidder or within such extended time frame as extended by JCTSL in its sole discretion. In the event the Successful Bidder is unable to execute the Display of Advertisement on BQS and their maintenance within the time period, JCTSL will have the right to withdraw the offer immediately from the Successful Bidder and extend offer to the next subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited.
28. Annulment of Award: Failure of the Successful Bidder to comply with the requirements set forth in this RFP and /or the provisions of the Display of Advertisement on BQS and their maintenance shall constitute sufficient grounds for

the annulment of the award of the bid and forfeiture of the Bid Security. In such case, JCTSL will have the right to replace the Successful Bidder with the next highest bidder. Thereafter, the previously appointed Successful Bidder will have no rights.

29. Failure to abide by Agreement of Display of Advertisement on BQS and their maintenance: The conditions stipulated in the Agreement of Display of Advertisement on BQS and their maintenance shall be strictly adhered to by the agency and any violation thereof by the agency may result in termination of Agreement of Display of Advertisement rights on BQS and their maintenance without prejudice to any rights available to JCTSL upon such termination as set forth in this RFP and/or the provisions of the Agreement of Display of Advertisement on BQS and their maintenance.
30. PERFORMANCE GUARANTEE
- (a) At the time of the execution of the Agreement of Display of Advertisement on BQS and their maintenance, the Successful Bidder would be required to submit to JCTSL, an irrevocable and unconditional Performance Guarantee towards Display of Advertisement on BQS and their maintenance in the form of Bank Guarantee in Format T7 of any schedule bank acceptable to JCTSL. The performance guarantee shall be submitted for 145 BQS. The amount of Performance Guarantee shall be equivalent to 5% of the annual quoted license fee of three years of all the BQS (i.e. annual fee for all BQS x 03 years x 5%).
- (b) The Performance Guarantee shall remain valid for the entire Term of Agreement of Display of Advertisement on 145 BQS and their maintenance and six month ahead.

MISCELLANEOUS:

- a. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.
- b. All amounts are non-refundable (unless otherwise provided in the RFP) and JCTSL will in no case be held responsible or be liable for the cost, regardless of the conduct or outcome of the bidding process.
- c. Nothing in this section shall be taken to mean or read as compelling or requiring JCTSL to respond to any questions or to provide any clarification to a query of a bidder. JCTSL reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications, if JCTSL in its sole discretion considers that no reply is necessary.
- d. The terms and conditions of the RFP are frozen unless otherwise, JCTSL specifically issues Addendum(s).
- e. JCTSL shall have the right to seek any additional information or document from the bidder in the manner JCTSL deems fit in its sole and absolute discretion.
- f. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and JCTSL shall be written in English language only. However, in case bidder chooses to enclose certain supporting document(s) in any language other than English, then bidder shall also enclose certified / authentic translated copies of the same in English language. Any document which is not translated into English will not be considered and the bid shall be considered incomplete and therefore, liable for

- disqualification. For the purpose of interpretation and evaluation of the bids, the English language translation shall prevail.
- g. All prices quoted in the bid shall be quoted in Indian National Rupee(s) (INR).
 - h. Any interlineations, insertion, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with their respective signature alongside such interlineations, insertion, erasures or overwriting.
 - i. In the event of any discrepancy between the original and the copies, the bid may be disqualified.
 - j. JCTSL shall not be responsible in any manner possible for the contents of the bids, including if the envelope is not sealed and marked in the manner indicated in the RFP or where bidder does not receive any notification or documentation from JCTSL.
 - k. JCTSL will examine the bids to determine whether these are complete, whether these meet all the conditions of the RFP and whether the documents have been properly signed and the bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - l. Any and all expenses relating to the execution of Agreement of Display of Advertisement on BQS and their maintenance shall be borne by the Successful Bidder, including taxes and duties, incidental expenses, payment of stamp duty and registration charges, as applicable.
 - m. Unless specifically requested by JCTSL for a clarification, no bidder shall contact JCTSL on any matter relating to its bid, from the time of the qualification bid opening to the time Agreement of Display of Advertisement on BQS and their maintenance is executed with the Successful Bidder.
 - n. 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 Agreement of Display of Advertisement on BQS and their maintenance. Notwithstanding anything to the contrary contained herein, or in the LOA or Agreement of Display of Advertisement on BQS and their maintenance, JCTSL shall reject a bid, withdraw the LOA, or terminate Agreement of Display of Advertisement on BQS and their maintenance, as the case may be, without being liable in any manner whatsoever to the bidder or the Agency, if it determines that the bidder or Agency, 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 in the bidding process. In such an event, JCTSL shall forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to JCTSL towards, inter alia, time, cost and effort of JCTSL, without prejudice to any other right or remedy that may be available to JCTSL hereunder or otherwise.
31. All the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 will be applicable. If there is any contradiction in existing conditions, then the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 shall be applicable.
32. Under the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 Annexure - A, B & D of the RFP shall be signed and submitted mandatorily by the bidder. As per Section-38 of "The Rajasthan Transparency in

Public Procurement Act, 2012" an appeal can be filed by the bidder as per Annexure-C and Form-1 before the competent Appellant Authority. (Form T8).

33. Under Section-38, Chapter-3 The Rajasthan Transparency in Public Procurement Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.
34. First appellant authority shall be Chairman, JCTSL. Second appellant authority shall be Secretary, Budget (FD), Government of Rajasthan as per the provision in the appeals of similar nature.
35. The fee for first appeal shall be ₹ 2,500/- which is to be deposited through DD in favour of Managing Director, JCTSL. ₹ 10,000/- shall be the fee for second appeal.
36. The prospective bidders are required to inspect the modern BQSs at the sites. And only after inspection, they may quote the rates. The tenderers submitting tenders will be considered to have accepted all the terms and conditions and no counter terms and conditions will be accepted. No enquiries in written or verbal will be entertained with regard to acceptance /rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organization will disqualify the tender. The Company shall not be liable in the event the successful bidder is unable to display advertisement on any BQS.

SECTION -V

KEY TERMS OF THE CONTRACT

1. JCTSL would make available 145 modern state of art Bus-Q-Shelters to the successful bidder.
2. The term of the contract shall be for a period of 36 months for Display of Advertisement on BQS and their maintenance including their regular upkeep.
3. The JCTSL reserves the right of terminating this agreement for any breach of the terms and conditions of the agreement after providing due opportunity of hearing to the successful bidder. In such termination no claim for his work done shall be payable and all the assets shall be property of JCTSL.
4. The agency shall execute agreement of advertisement rights on BQS and maintenance within thirty days from the date of issuance of LoA. All the BQS will be handed over to the agency after signing of agreement.
5. The BQS will be handed over to JCTSL by the agency after contract is over in the condition at the time these were handed over to the agency for execution of agreement. At the end of the contract period, if the agency fails to handover the BQS in proper condition, JCTSL shall recover the amount likely to be spent in bringing them in the operational condition from the performance guarantee submitted by the agency.
6. **PAYMENT PROCEDURE OF LICENSE FEE**
 - (a) The JCTSL shall issue quarterly license fee bills, in advance, for the all 145 allotted BQSS. The quarterly bills shall be issued by Managing Director, JCTSL. The contractor has to pay the entire amount of quarterly license fee as well as applicable GST within 07 days from the date of bill raised by Managing Director, JCTSL. The payment of quarterly license fee shall be accepted only in form of demand draft/pay order in favour of Managing Director, JCTSL. The quarterly License Fee and Total GST for the first quarter shall be deposited in the form of Demand Draft/Pay Order deposited at by the successful bidder immediately on receipt of offer letter and before award of contract.
 - (b) In addition to advance quarterly license fee, the contractor has to deposit the GST as per applicable rate in the form of DD/PO in favour of Managing Director, JCTSL. The contractor has to pay advance quarterly license fee payment positively by 07th of each quarter/month (within 07 days from the date of issue of bill). Failing which, the penalty at the interest rate of 24 % per annum shall be imposed on the delayed payment and delayed days subject to maximum one month with the Managing Director, JCTSL or any officer authorised by him. For the purpose of calculation of the late fee, year will be taken as 365 days.
 - (c) In case the payment of quarterly license fee along with penalty @ the interest of 24% as stated above is not received within the stipulated period, Managing Director shall be at liberty to terminate the contract without giving Notice and the amount equivalent to quarterly license fee plus interest plus penalty if any will be recovered from the security deposit and the rest of the amount of security deposit will be forfeited.

- (d) From the 2nd quarter onward, contractor shall deposit the DD/POs of advance quarterly license fee with the Managing Director within the stipulated period. The DD of GST shall be in favour of Managing Director, JCTSL only.
 - (f) License fee shall be enhanced @ 10% after end of every 12 months on the license fee prevailing in the previous year. First increase in license fee shall be applicable after 12 months from the month of start of commercial operation.
 - (g) The advertiser/contractor will have to deposit the whole amount as raised in the bills in the first instance without making any deduction on his own.
 - (h) Penalty/late fee on the outstanding license fee is to be charged @ the interest rate of 24% only for the days, the payment deposited/received late instead of entire month.
7. Necessary permission from the Traffic police, is required for placement of advertisement, cleaning etc. are to be optioned by successful bidder.
 8. Work should not hamper public movement and public property in any way. Construction material/ advertisement material should be stacked properly to avoid inconvenience.
 9. Agency shall establish his own independent high quality Maintenance Facility with staff and all equipment as per details of manual for maintenance of shelters as per Schedule-2. During periodical inspection by authorised officer of JCTSL of BQS, any deficiency is observed in implementation of maintenance schedules and the minimum standard of maintenance of BQS are not adhered then penalty shall be chargeable as per the provision given in the Schedule-2 (Maintenance Schedule) and at Sr. No. 2 of Section-VII Agreement on BQS and their Maintenance in Jaipur.
 10. Any all equipment, consumable, machine or material that is required for the uninterrupted and continuous maintenance of BQS shall be the responsibility of agency.
 11. Encouraging and allowing any temporary or permanent encroachment along the road alignment or on footpath by the successful bidder is not allowed.
 12. Sub contracting of maintenance work is permitted. The Agency shall not be permitted to sub-contract the primary responsibility.
 13. Successful bidder shall be responsible for checking defacing of entities and other structures, walls etc. remove posters/bills from these places whenever needed at his own cost.
 14. In case of minimum maintenance standards of BQS described in contractors agreement at Sl. No. 11 (Page No.49) are not adhered, penalty upto Rs. 500/- can be imposed per BQS with due notice to the agency. Periodical inspection shall be carried out by authorised officers of JCTSL in this connection.
 15. In case BQS get fully damaged due to theft/ fire/ riots/ accident or any other reason in those case/cases it will be the responsibility of the agency.

16. The advertisement Tax chargeable by JMC on the advertisement displayed on the infrastructure created in the BRT corridor as well as in the city is exempted. However, GST would be paid by the contractor to JCTSL on quarterly bills of license fee / as per the applicable rate notified by the Government from time to time.
17. If cleaning by successful bidder, is not found up to the desired level of JCTSL, before terminating the agreement, JCTSL will serve three days show cause notice to successful bidder in writing. If successful bidder fails to comply the instruction in time a final notice of 48 hours will be served to successful bidder for taking necessary action failing which agreement will be terminated.
18. DETAILS OF SPACE AVAILABLE FOR ADVERTISEMENT
- 18.1 145 nos. of Bus-Q-Shelters having advertisement space of 10.73 Sq. Mt. per Bus-Q-Shelter or as per actual availability at site. The advertisements are only permitted on the area defined in the tender document that is two nos. front panels and one side only of side panel.
- 18.2 The list of Bus-Q-Shelter is available at Schedule-3. The prospective bidders are required to inspect the modern BQSs at the sites. And only after inspection, they may quote the rates.
- 18.3 The sites of Bus-Q-Shelter of JCTSL will be handed over after signing of agreement with the successful bidder.
- 18.4 The agency shall display the government advertisement on the BQS as and when directed by the State Government for such advertisements no payment will be made by JCTSL or GoR to the firm. License Fee will not be charged for these BQS for that particular period.
19. Additional advertisement
Any additional advertisement will be levied a fee equal to 50% of the quarterly license fee for each of the BQS carrying additional advertisement. This fee will be without prejudice to and in addition to any penalty imposed by JCTSL for violation of maximum advertisement space norms. Display of over-size advertisement will also be liable to action for violation of the terms and conditions of the contract.
20. OBJECTIONABLE ADVERTISEMENT
- (i) The advertisement shall not contain any thing that contravene the Advertising Industry's Code of Ethics, (refer list of negative advertisements) or that otherwise causes a traffic hazard.
- (ii) List of negative advertisements (As contained in the Outdoor Advertising Policy of Jaipur Municipal Corporation/State Govt. Racial advertisements or advertisements propagating caste, community or ethnic differences directly or indirectly Advertisement of drugs, alcohol, cigarette or tobacco items Advertisements propagating exploitation of women or child Advertisement having sexual overtone Advertisement depicting cruelty to animals Advertisement depicting any Nation or Institution in poor light Advertisement casting aspersion of any brand or person Advertisement banned by the Advertisement Council of India or by law Advertisement glorifying violence Destructive devices and explosives depicting items Lottery tickets, sweepstakes

entries and slot machines related advertisements Any psychedelic, laser or moving displays Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing 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. Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the In under any applicable law for the time being in force; including but not limited to the Drugs and dian Penal Code, 1860; or Any other items considered inappropriate by the Committee.

- (iii) During the period of contract, if on any grounds any advertisement(s) is/are objected to by any competent authority then the Managing Director, JCTSL or his authorised representative shall have the right to remove such advertisement(s) at the cost of contractor and the JCTSL shall not be liable to pay any refund/damage or claim thereon. The contractor, will however, be permitted to display any other advertisement in lieu thereof. No claim for damages etc. will be maintainable on that account.

21. ELECTRICITY CONNECTION

- (i) Electricity connection on all the shelters has to be taken by the agency. Monthly consumption charges due to the JVVNL will be paid by the concessionaire during the currency of contract.
- (ii) Electricity fitting (including tube lights) in each BQS will be the responsibility of the contractor to make arrangement to illuminate advertisement boards as per rules and law or instructions issued by JMC/State Govt., JCTSL or any authority in this regard. The Contractor has to bear the maintenance cost of BQs including Electricity Bill etc. during the entire contract period. Further, any theft, mishandling of Electricity meter/fitting during the currency of the contract concessionaire shall also bear the cost of the same.
- (iii) It will be the responsibility of the Contractor to hand over the entire BQs to JCTSL on expiry/termination/surrender of contract as the case may be, in good condition and with full Electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Security Deposit.

22. No Advertiser/ Bidder will be allowed to use D.G. Sets for any purpose on the BQS. In case any D.G. Set is found operating on BQS directly or indirectly, the same will be seized by the JCTSL & the Managing Director of JCTSL or his authorised representative will have the right to impose penalty maximum up to Rs. 5000/- (Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to and without prejudice to the rights and actions taken by any government agency under provision of law for unauthorized use of D.G. Set.



SECTION -VI

BID FORM, ANNEXURES AND OTHER FORMATS

FORM - T1

COVERING LETTER

Dated:

To

.....

.....

Ref:- Selection of Agency for Display of Advertisements on 145 BQS and their maintenance in Jaipur.

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representation for and on behalf of the bidder in respect of the proposal as per RFP bearing number _____ dated _____ 2020 issued by JCTSL.

For and on behalf of the bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RFP issued by JCTSL, and we agree to sign the Agreement of Display of Advertisements on BQS and their maintenance enclosed with the RFP, and we have initialled each page of it to convey our acceptance;
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RFP, including any extension of the proposal validity period as may be agreed by us;
3. That JCTSL may by written notice extend the period of proposal validity period and the proposal attached to this letter and the Bid Security below will remain in full force and be valid for that extended period as per provisions of the RFP;
4. That the Bidder accepts the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations accordingly; and
5. That attached to this letter is the Bid Security along with all other documents and information as required by the RFP.

Name:

Title:

Date:



FORM - T2

**POWER OF ATTORNEY BY THE BIDDER IN FAVOUR OF
DESIGNATED PERSON(S) IN CASE THE BIDDER IS NOT A SOLE
PROPRIETOR**

Dated _____

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN**

Shri _____ (Name of the Person, domiciled at
_____ (Address)), acting as _____ (Designation and
name of the firm/company), and whose signature is attested below, is hereby
authorized on behalf of _____ (Name of Bidder) to negotiate and settle terms
and conditions, finalize, approve, sign and execute agreements, documents, endorsements,
writings, etc. as may be required by Jaipur City Transport Services Limited, Jaipur and is
hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

IN WITNESS WHEREOF, we have hereunto set our respective hands this ----- day of ----
--2020--in the presence of the following witnesses

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

OBWe hereby ratify and confirm that all acts done by our attorney ----- (name of
designated person) shall be binding on us as if same had been done by us personally

1BSignature

[signature of authorised signing officer]

2BName

[Name of authorised signing officer]

3BTitle

[Title of authorised signing officer]

4B

[Name and Signature of the firm/Company]

Note:

- (1) The bidding firm needs to submit separate Power(s) of Attorneys for each designated person.
- (2) Any change in the designated person(s) should be informed to JCTSL along with a similar Power of Attorney in favour of such person(s)

FORM - T3

INFORMATION ABOUT BIDDER

Names and roles of all the members of the bidder should be given below:

NAME OF THE BIDDER:
1. Information
(A) Nature of the Bidding Firm
(a) A Sole Proprietorship
(b) A Partnership firm
(c) A Limited Company or Corporation
(d) Co-operative Society
(B) Brief Introduction
Registered Name of Bidder
Address
Telephone Fax E-mail
(C) Main Businesses
In India, In Own Country, Internationally
Date of Incorporation
Under Present Management Since (Year)
(D) Management
Chairman of Board
Chief Executive Officer
Chief Operating Officer
(E) List of Shareholders/Partners
Name of Key Shareholders/Partners Percentage of Share
2. (a) Information about Designated Person(s)
Name
Position
Telephone Fax E-mail

Note:

Organisation Chart showing the structure of the organization, including the names of the directors and position of officers shall be attached / submitted.

FORM - T4

PROJECT UNDERTAKING
(On the Letterhead of the bidder)

Date: - _____

To

.....
.....

Ref: - Selection of Agency Display of Advertisements on BQS and their maintenance in Jaipur- Your Tender.

We have read and understood the Request for Proposal (RFP) document bearing No. Dated in respect of the captioned project provided to us by Jaipur City Transport Service Limited.

We hereby agree and undertake as under:

Notwithstanding any qualifications of 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 all the terms of the proposed tender and the Agreement for Display of Advertisements on BQS and their maintenance.

Dated this Day of 2020

Name of the bidder

Signature of the authorized person

Name of the authorized person



FORM - T5

Technical and Financial Information

Technical Information

The prospective bidders shall be considered as eligible bidder if the bidder fulfills and submits the following on e-procurement portal.

- a. The company, registered partnership firm, proprietary firm etc. must be well established and must have three of experience in the field of advertisement of Shelters and other related field prior to the issuance of this RFP.
- b. Copy of work orders/ work completed or other relevant document to show the experience are to be submitted on the e-procurement website as part of techno-commercial bid.
- c. As part of technical bid Form-T4 "Project undertaking" shall be uploaded by the bidder on the e-procurement site.
- d. The bidder / contractor shall have to furnish an undertaking that he shall comply with the JMC/ State Government outdoor advertisement policy during the period of contract.
- e. Copies of registration certificate of the firm/ company, Memorandum and Articles of Association in case of firms registered under the Companies Act.

Financial Information

Sr. No.	Particulars
1.	Turnover of the company during the last three financial years (Attach audited 2017-18, 2018-19 and 2019-20 annual report).
2.	Minimum Annual Average turnover of the bidder for the last three years should not be less than the ' 3.00 Cr. per annum. This should be certified by the qualified Chartered Accountant. For this purpose, turnover of the individual firm shall be considered.



FORM - T6

Format of Bank Guarantee
BID SECURITY

This Deed of Guarantee is made on this day of, _____ 2020 at by a Scheduled Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and a Branch Office at, Jaipur (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Jaipur City Transport Services Limited having its Registered Office at (hereinafter referred to as "JCTSL" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the JCTSL undertook the process of competitive bidding in order to select the most desirable firm/company for the Display of Advertisements on BQS and their maintenance JCTSL issued a Request for Proposal ("RFP") document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Bidder withdraws or modifies his Bid during the period of Bid validity specified in the RFP; or
- (2) if the Bidder refuses to accept the correction of errors in his Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by JCTSL, or
- (4) if the Bidder, having been notified of the acceptance of his Bid by the JCTSL during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to JCTSL a sum of Indian Rupees without any protest or demur and upon receipt of first written demand from JCTSL, without having to substantiate his demand, provided that in his demand JCTSL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition,

This Guarantee will remain in force up to 180 days from the date of submission of tender or as it may be extended by the bidder on a written request by JCTSL,

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible at any of our Jaipur Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this day of and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by Board Resolution passed on _____ / Power of Attorney dated {_____}

Authorized Signatory :

Name :

Designation:

In the presence of:

1. 2.

FORM - T7

FORMAT OF BANK GUARANTEE

BANK GUARANTEE FOR PERFORMANCE SECURITY

The Managing Director,
Jaipur City Transport Services Limited,
Jaipur

Contract No. _____ Date: - ____/____/____

- i) This Deed of Guarantee is made on this day of _____ 2020 at by Scheduled Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and a Branch Office at _____ (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Jaipur City Transport Services Limited having its Registered Office at _____ (hereinafter referred to as "JCTSL" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).
- ii) Whereas Managing Director, Jaipur City Transport Services Limited has awarded the Contract for (Description of Item). (hereinafter called the Contract) to: (Name of Contractor) (hereinafter called the Contractor).
- iii) AND WHEREAS the Contractor is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. (Amount in Figures and words).
- iv) NOW, WE THE UNDERSIGNED (Name of Bank) do hereby unconditionally and irrevocably undertake to pay to the Purchaser an amount not exceeding Rs. _____ Rupees _____ only) without any demur, merely on a demand in writing from the Purchaser stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Purchaser (JCTSL) any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of (Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of contract of operation and maintenance of allotted buses as stated in the 'General Conditions' of; Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Purchaser.
- vii) At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood

that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Contractor.

- viii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- ix) The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Purchaser in writing. This Guarantee shall be valid up to and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by the Purchaser.
- xi) The expressions "the Purchaser", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/ We of the Bank have signed and sealed this guarantee on the _____ day of _____ 2020 being herewith duly authorised.

For and on behalf of the Bank Signature of authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered

For and on behalf of the Bank by the above named _____ in the presence of:-

Witness 1.

Signature

Name

Address

Witness 2

Signature

Name

Address

FORM - T8

Annexure as per

"The Rajasthan Transparency in the Public Procurement Act 2012 & Rules 2013"

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:



ANNEXURE- C

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The Designation and address of the First Appellate Authority is **Chairman, JCTSL, Jaipur.**

The Designation and address of the Second Appellate Authority is **Secretary, Budget (FD), GoR, Jaipur.**

01. Filing an appeal

If a Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provision to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filled only by a Bidder whose Technical Bid is found to be acceptable.

02. The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

03. If the officer designation under para (1) fails to dispose the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

04. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiation;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

05. Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

06. Fee of filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

07. Procedure for disposal of appeal

- a) The first Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, Shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall, - (i) here all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012**

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against
and name and designation of the officer / authority
who passed the order (enclose copy), or a
statement of a decision, action or omission of
the Procuring Entity in contravention to the provisions
of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented
by a representative, the name and postal address
of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
..... (Supported by an
affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

ANNEXURE- D

ADDITIONAL CONDITIONS OF CONTRACT

01. Correction of arithmetical errors:

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bids does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

02. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply, if the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Suppliers.

03. Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods):

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

FORM - F1

FINANCIAL PROPOSAL FORMAT
BIDDERS ARE REQUIRED TO SUBMIT FINANCIAL BID ON
THEIR LETTER HEAD IN SEPARATE ENVELOPE

To,
Managing Director,
Jaipur City Transport Service Limited,
Jaipur

Sub: - Selection of Agency for Display of Advertisements on 145 BQS and their maintenance
in Jaipur - Our Offer

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

I have read the entire RFP dated _____ 2020 including the Key terms and draft Agency's Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to Display Advertisements on BQS and their maintenance as directed by JCTSL in accordance with the terms and conditions as provided in the above mentioned document/s. The rates quoted by me in summary are as follows:-

S. N.	DESCRIPTION	License fee Per Bus-Q-Shelter Per Month (for 10.73 sq. Mt. Area approx) Including all Taxes except GST (Amount should be in figure as well as in words)	Presently Applicable GST in %
(A)	(B)	(C)	(D)
1.	License Fee for Display of Advertisement on 145 Modern Bus Queue Shelters (per BQS per month) and for their maintenance to be paid to JCTSL.	₹/-	

Note:

- Each bidder must quote his rates after thorough reading of this RFP document, Estimates of his operating and capital cost and detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the BQS.
- GST shall be payable by the selected bidder to JCTSL as per actual applicable from time to time.
- License fee shall be enhanced @ 10% after every 12 months from the start month of commercial operation on the license fee.
- The period of contract shall be 36 months from the start month of commercial operation.

Name of Bidder:

Signature of the Authorised Person:

Seal:

Address and contact number:

SECTION - VII

**AGREEMENT FOR DISPLAY OF ADVERTISEMENTS ON BQS
AND THEIR MAINTENANCE IN JAIPUR**

This agreement is made and executed at _____ on this [_____] of
[_____] , in the year Two Thousand and _____

Between

JAIPUR CITY TRANSPORT SERVICE LIMITED, the SPV set up under company act 1956 by Govt. Of Rajasthan for operation of public transport bus services in the city of Jaipur (here in after referred to as "JCTSL", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[_____] , a [_____] incorporated under the [_____] Act, 1956 [_____] acting through [_____] having its registered office at [_____] (hereinafter referred to as "the Agency", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

A. JCTSL is entrusted with the function of ensuring public bus transport in the city of Jaipur.

B. Pursuant to the competitive bidding process, JCTSL selected [_____] , as the "Agency" to enter into for advertisement and maintenance of 145 BQS.

C. JCTSL and [_____] are hereby entering into this agreement for appointing [_____] as the Agency of the Project and vest it with the rights and duties as the Agency of the Project.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Definitions

1. "JCTSL" or "Regulator" shall mean Jaipur City Transport Service Limited.
2. The License fee shall be enhanced @ 10% after every 12 months from the start month of commercial operation on the license fee prevailing in the previous year.
3. "The license fee mean" the amount to be payable to JCTSL per BQS per Month quoted in the tender by the agency.
4. "Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writes or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
5. "Applicable Clearances" means all clearances, permits, no-objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of the Display of Advertisements on BQS and their maintenance.
6. "Appointed Date" means the date of handing over of BQS by JCTSL to the agency for the display of Advt.
7. "BQS" means the number of Bus-Q-Shelters specified to be maintained irrespective of Bus halt/ bus route.

8. "Agreement of Display of Advertisements on BQS and their maintenance" means this agreement including, without limitation, any and all Schedules hereto which will be entered into between JCTSL and the Successful Bidder through which rights will be granted to the Successful Bidder for Display of Advertisements on BQS and their maintenance.
9. "Commercial Operations Date (COD)" means the month on which the Bus-Q-Shelters are handed over to the agency.
10. "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances.
11. "Event of Default" shall have the same meaning as provided in this Agreement.
12. "Force Majeure" or "Force Majeure Event" means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the Party affected by them ("Affected Party") which is not attributable to the other Party and include, but not be limited to the following:
 - a) Earthquake, flood, inundation and landslide;
 - b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
 - c) Fire caused by reasons not attributable to the Affected Party or any of the employees, representatives or agents appointed by the Affected Party;
 - d) Acts of terrorism;
 - e) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or commissions of the Affected Party;
 - f) National emergency or declaration of police emergency; and
 - g) War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
13. "Material Adverse Effect" means a material adverse effect on (a) the ability of the either Party to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Display of Advertisements on BQS and their maintenance for no reason attributable to the other Party and/or (b) the legality, validity, binding nature or enforceability of the Display of Advertisements on BQS and their maintenance.
14. "Material Breach" means a breach by either Party of any of its obligations under the Agreement of Display of Advertisements on BQS and their maintenance which has or is likely to have a Material Adverse Effect on the continued execution of the project for which such Party has failed to cure.
15. "Agency" means _____, selected through competitive bidding process for execution of Agreement of Display of Advertisements on BQS and their maintenance.
16. "Operation Year" means 12 months from the start month of the commercial operation.
17. "Parties" means the parties to the Agreement of Display of Advertisements on BQS and their maintenance and "Party" means either of them, as the context may admit or require.

18. "Performance Guarantee" shall have the same meaning as provided in this Agreement.
19. "Person" means any Registered Firm which is either a Proprietorship, corporation, partnership, joint venture, government or governmental authority or agency or any other legal entity.
20. "Project" means the project of Display of Advertisements on BQS and their maintenance.
21. "Project Facilities" means the facilities if created by the agency for the purpose of the project.
22. "RFP" means this Request for Proposal document issued by JCTSL for the purposes of selecting an agency for the Project through a competitive bidding basis.
23. "Term" shall have the same meaning as provided in Clause-3 of this Agreement.
24. "Termination" means the early termination of Agreement of Display of Advertisements on BQS and their maintenance pursuant to Termination Notice or otherwise in accordance with the provisions of Agreement of Display of Advertisements on BQS and their maintenance but shall not, unless the context otherwise requires, include expiry of Agreement of Display of Advertisements on BQS and their maintenance from the Appointed Date due to efflux of time in the normal course.
25. "Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.
26. "Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with Agreement of Display of Advertisements on BQS and their maintenance.
27. "Third Party" means any Person other than JCTSL and the agency.
28. "Termination Compensation" is the compensation determined by committee constituted for settlement of Transfer Cost of assets.
29. License Fee means an amount quoted by the bidder in the bid to be paid to JCTSL per BQS per month.
1. IN THIS AGREEMENT, UNLESS THE CONTEXT OTHERWISE REQUIRES:
 - i. Words in the singular include the plural and vice-versa.
 - ii. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
 - iii. The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
 - iv. Wherever date and period are specified in the Agreement for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by JCTSL, even if mentioned otherwise anywhere else.
 - v. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
 - vi. References to the word "include" or "including" shall be construed without limitation.

- vii. References to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or innovated.
- viii. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

2. APPOINTMENT OF THE AGENCY

Subject to the agency making the payment of an amount of Performance Guarantee at the time of execution of this Agreement. JCTSL hereby appoints (non transferable basis) the Agency hereby accepts (non transferable basis) its appointment to Display of Advertisements on BQS and their maintenance in Jaipur in accordance with the terms of this Agreement and subject to Applicable Laws

3. TERM

- 3.1. The Term of the agreement will be from commencement of Commercial Operations date till the expiry of 3 years from _____ to _____
- 3.2. Agreement of Display of Advertisements on BQS and their maintenance is terminated earlier in accordance with the provisions of Agreement of Display of Advertisements on BQS and their maintenance, the Term shall come to an end on the Termination Date.
- 3.3. The Contract and its terms will apply to all BQS which have been accepted and for which the term has not expired or renewed.

4A. ADDITIONAL ADVERTISEMENT

Any additional advertisement will be levied a fee equal to 50% of the quarterly license fee for each of the BQS carrying additional advertisement. This fee will be without prejudice to and in addition to any penalty imposed by JCTSL for violation of maximum advertisement space norms. Display of over-size advertisement will also be liable to action for violation of the terms and conditions of the contract.

4B. OBJECTIONABLE ADVERTISEMENT

- i. The advertisement shall not contain any thing that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements) or that otherwise causes a traffic hazard.
- ii. List of negative advertisements (As contained in the Outdoor Advertising Policy of Jaipur Municipal Corporation/State Govt. Racial advertisements or advertisements propagating caste, community or ethnic differences directly or indirectly Advertisement of drugs, alcohol, cigarette or tobacco items Advertisements propagating exploitation of women or child Advertisement having sexual overtone Advertisement depicting cruelty to animals Advertisement depicting any Nation or Institution in poor light Advertisement casting aspersion of any brand or person Advertisement banned by the Advertisement Council of India or by law Advertisement glorifying violence Destructive devices and explosives depicting items Lottery tickets, sweepstakes entries and slot machines related advertisements Any psychedelic, laser or moving displays Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.) Advertisements which may be defamatory, trade libelous, unlawfully

threatening or unlawfully harassing 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 Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the In under any applicable law for the time being in force, including but not limited to the Drugs and dian Penal Code, 1860; or Any other items considered inappropriate by the Committee.

- iii. During the period of contract, if on any grounds any advertisement(s) is/are objected to by any competent authority then the Managing Director, JCTSL or his authorised representative shall have the right to remove such advertisement(s) at the cost of contractor and the JCTSL shall not be liable to pay any refund/damage or claim thereon. The contractor, will however, be permitted to display any other advertisement in lieu thereof. No claim for damages etc. will be maintainable on that account.
- iv. The agency shall display the government advertisement on the BQS as and when directed by the State Government for such advertisements no payment will be made by JCTSL or GoR to the firm. License Fee will not be charged for these BQS for that particular period.

5. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF THE AGENCY & JCTSL

5.1. The Agency' shall role, responsibilities and obligations relating to the Project are provided herein below:

- i. The Agency shall Display Advertisement on BQS and maintain them and coordinate with other components of Project Facilities, if required, for the entire Term, safely, reliably, economically and efficiently.
- ii. Agency shall establish his own independent high quality Maintenance Facility with staff and all equipment as per details of manual for maintenance of BQS as per Schedule-2. During periodical inspection by authorised officer of JCTSL of BQS any deficiency is observed in implementation of maintenance schedules, penalty shall be chargeable as indicated in Schedule-2 after issue of due notice.
- iii. Necessary permission from the Traffic Police, is required for placement of advertisement, cleaning etc. are to be obtained by successful bidder.
- iv. Work should not hamper public movement and public property in any way. Construction material/ advertisement material should be stacked properly to avoid inconvenience.
- v. Encouraging and allowing any temporary or permanent encroachment along the road alignment or on footpath by the successful bidder is not allowed.
- vi. Successful bidder shall be responsible for checking defacing of entities and other structures, walls etc. remove posters/bills from these places whenever needed at his own cost.
- vii. Penalty clause for delay in operation and maintenance failure shall be as per this agreement/ Special conditions
- viii. The advertisement Tax chargeable by JMC on the advertisement displayed on the infrastructure created in the BRT corridor is exempted. However, Service

- Tax would be paid by the contractor to JCTSL on quarterly bills of license fee /as per the applicable rate notified by the Government from time to time.
- ix. Coordinate with the JCTSL Control Centre that constitutes JCTSL' s single point of contact to enable JCTSL to coordinate with the agency in the course of the day to day.
 - x. Compliance of the labour act and other acts applicable on the labour and personnel employed by the agency.
 - xi. Compliance with Applicable Laws in relation to the implementation of the Project, at all times during the Term of Agreement of Display of Advertisements on BQS and their maintenance shall be the responsibility of agency.
 - xii. Electricity connection on all the shelters are to be taken by the agency. Monthly consumption charges due to the JVVNL will be paid by the concessionaire during the contract period.
 - xiii. Electricity fitting (including tube lights) in each BQS will be the responsibility of the contractor to make arrangement to illuminate advertisement boards as per rules and law or instructions issued by JMC/State Govt., JCTSL or any authority in this regard. The Contractor has to bear the maintenance cost of BQSS including Electricity Bill etc. during the entire contract period. Further, any theft, mishandling of Electricity meter/fitting during the currency of the contract concessionaire shall also bear the cost of the same.
 - xiv. Further, It will be the responsibility of the Contractor to hand over the entire BQSS to JCTSL on expiry/termination/surrender of contract as the case may be, in good condition and with full Electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Security Deposit.
 - xv. No Advertiser/ Tenderer will be allowed to use D.G. Sets for any purpose on the BQS. In case any D.G. Set is found operating on BQS directly or indirectly, the same will be seized by the JCTSL & the Managing Director of JCTSL or his authorised representative will have the right to impose penalty maximum up to Rs.5000/- (Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to and without prejudice to the rights and actions taken by any government agency under provision of law for unauthorized use of D.G. Set.
 - xvi. The Agency shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance of Applicable Laws in relation to the maintenance of the BQS.
 - xvii. The agency shall ensure that the BQS are maintained in clean, safe and reliable condition during the Term of the Agreement as per the maintenance manual.
 - xviii. The Agency shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for JCTSL within the Agency's organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall be communicated in writing by the agency to JCTSL within 15 (fifteen) working days from the Appointed Date.

- xix. The agency is authorized to Display Advertisements on the specified area of BQS in the RFP and their maintenance.
- xx. Additionally:
- a) During the term of this Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as 'JCTSL' or by such other name, as from time to time may be determined by JCTSL in its sole discretion (hereinafter referred to as the "Brand");
 - b) The agency hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the agency shall not be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which JCTSL is carrying on the business nor shall the agency use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
 - c) Nothing in this Agreement will ever be construed as giving the agency any right, title or interest in whatsoever in or to the Brand or giving the agency or others permission to use the same or any colourable imitation thereof in- any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of JCTSL. The agency will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the agency operating the JCTSL Services under the Brand as per this Agreement. The agency will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Agency of the Brand outside the scope of this Agreement, without JCTSL's prior written consent, will be an infringement and/or passing off of JCTSL's right, title and interest in and to the Brand, and the agency expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the agency will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof.
- xxi. It is agreed and understood by the Parties that agency shall maintain the BQS to the satisfaction of JCTSL.
- xxii. The agency undertakes to provide all equipment, consumable, machine or material that is required for the uninterrupted and continuous maintenance of the BQS at all times and places.
- xxiii. The agency will be required to ensure that the BQS are maintained properly as the provision of maintenance manual.
- xxiv. The agency shall ensure that the employees, workmen, personnel and staff who are employed for the purposes of the implementation of the Project have the necessary qualifications and credentials, as per Applicable Laws. The agency shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project. The agency shall ensure that all personnel and staff are under constant supervision so as to provide the Bus Service in a safe manner to the public.
- xxv. The agency shall at its own cost provide maintenance training at regular

intervals to all employees, workmen, personnel and staff in relation to implementation of the Project.

- xxvi. The agency shall enforce a dress and appearance code for proper identification of manpower deployed for implementation of project. The agency shall provide at its own cost and expense uniforms and shall ensure that clean uniforms shall be worn by personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Service under this Agreement.
- xxvii. The agency shall adopt a proper complaint grievances re-dressal mechanism. The agency shall maintain a record of all the complaints and will at its own cost commence investigation within 3(three) days of receipt of complaint and shall be recorded in a fair and accurate manner.
- xxviii. The agency should respond in writing within 7 (seven) days of the receipt of the complaint with the proposed course of action/relief to be provided to the complainant. All complaints of a sensitive nature shall be dealt at the agency managerial level and in case there is no suitable course of action taken by the agency within 14 (Fourteen) days of receipt of such complaint, the matter shall be handled by JCTSL, at the agency cost and risk. The nature and information of complaints shall be kept confidential by the agency except as otherwise required to be disclosed under the Applicable Laws.
- xxix. The agency shall provide a summary of all the complaints and the written responses received on a monthly basis to JCTSL. JCTSL shall review the complaints received and the written responses with the course of action taken by the agency. In the event that course of action that has been taken by the agency is not appropriate, JCTSL shall direct the agency to take a suitable action.

5.2. JCTSL agrees to observe, comply and perform the following:

- i. JCTSL shall appoint one or more officers within JCTSL of suitable seniority in rank and tenure to act as the point of contact for the agency and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
- ii. JCTSL shall conduct regular inspections at any time during the Term of the Agreement; and
- iii. Establish and maintain a Central Control Centre that will enable due control and coordination over the day to day working;

6. INSTRUCTION FOR MAINTENANCE

- i. Remove the poster and illegal media with the help of Colin, RO Water, Thinner and Liquid Soap etc. items as per instruction of Engineer incharge.
- ii. Silicon Spray can be used for sticking of Stickers.
- iii. D Gradable Poly Bag Black should be put in the dustbin, which will be recyclable.
- iv. Time to time inspections of Signage and feeder box locks.
- v. SS parts should be rubbed with Scotch pad and for finishing used chalk powder and smooth cloth.
- vi. Kerb Stone Paint and Tile Touching should be done twice in a year or as per site condition.
- vii. SS Nut Bolt, Rivets and Locks of proper size and specs should be in stock
- viii. Polycarbonate sheets should not be rubbed with any hard tools, hard stock pads etc.

7. DETAILS OF SPACE AVAILABLE FOR ADVERTISEMENT

- 7.1 145 nos. of Bus-Q-Shelters having advertisement space of 10.73Sq.Mt. per Bus-Q-Shelter. The advertisements are only permitted on the area defined in the tender document that is two nos. front panels and one side only of side panel.
- 7.2 The list of locations of Bus-Q-Shelter of JCTSL is available at Schedule-3. The prospective bidders are required to inspect the modern BQs at the sites, and only then after inspection, they may quote the rates.
- 7.3 The sites of Bus-Q-Shelter with JCTSL will be handed over once the agreement is signed with the successful bidder.
- 7.4 The agency shall display the government advertisement on the BQs as and when directed by the State Government for such advertisements no payment will be made by JCTSL or GoR to the firm. License Fee will not be charged for these BQs for that particular period.

8. PAYMENT PROCEDURE

- a) The JCTSL shall issue quarterly license fee bills, in advance, for the all 145 allotted BQs. The quarterly bills shall be issued by Managing Director, JCTSL. The contractor has to pay the entire amount Rs. _____ per BQs per month i.e. Rs. _____/- including all taxes except GST as of quarterly license fee as well as applicable Service Tax within 07 days from the date of bill raised by Managing Director, JCTSL. The payment of quarterly license fee shall be accepted only in form of demand draft/pay order in favour of Managing Director, JCTSL. The quarterly License Fee and Total Service Tax for the first quarter shall be deposited in the form of Demand Draft/Pay Order/ Cheque deposited at by the successful bidder immediately on receipt of offer letter and before award of contract.
- b) In addition to advance quarterly license fee, the contractor has to deposit the service tax as per applicable rate in the form of DD/PO/ Cheque in favour of Managing Director, JCTSL. The contractor has to pay advance quarterly license fee payment positively within 07 days from the date receipt date of bill. Failing which, the penalty at the interest rate of 24% per annum shall be imposed on the delayed payment and delayed days subject to maximum one month with the Managing Director, JCTSL or any officer authorised by him. For the purpose of calculation of the late fee, year will be taken as 365 days.
- c) In case the payment of quarterly license fee along with penalty @ the interest of 24% PA as stated above is not received within the stipulated period, Managing Director shall be at liberty to terminate the contract without giving Notice and the amount equivalent to quarterly license fee plus interest plus penalty if any will be recovered from the security deposit and the rest of the amount of security deposit will be forfeited.
- d) From the 2nd quarter onward, contractor shall deposit the DD/PO/ Cheque of advance quarterly license fee with the Managing Director within the stipulated period. The DD/ Cheque of service tax shall be in favour of Managing Director, JCTSL only.
- e) The License fee shall be enhanced @ 10% after every 12 months from the start month of commercial operation on the license fee prevailing in the previous year.
- f) The advertiser/contractor will have to deposit the whole amount as raised in the bills in the first instance without making any deduction on his own.

- g) Penalty/late fee on the outstanding license fee is to be charged @ the interest rate of 24% only for the days, the payment deposited/received late instead of entire month.

9.1 STANDARDS OF MINIMUM MAINTENANCE OF BQS

- a) All BQSS and the surrounding areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
- b) The advertisement panels to be kept clean from dust, stains etc, at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Bus-Q-Shelters. It is to be ensured that Wet Cleaning of BQSS (Incl. Roof Top) by every week and Polishing of Stainless Steel Structure by every month.
- c) No leakage from roof to be permitted.
- d) Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time.
- e) The lighting arrangement at the Bus-Q-Shelters should be functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff
- f) All structural members, seating arrangements and advertisement panels are to be inspected and maintained in good condition as per the maintenance manual.
- g) Broken floor tiles are to be replaced within 30 days of such event. For this purpose it is advised that the concessionaire maintains a minimum inventory of similar tiles at his store.
- h) The staff provided should be literate and courteous toward the users and assist handicapped and old age users.
- i) Security of all assets to be ensured at all Bus Q Shelters.
- j) The advertisements on panels to be changed preferably during night hours.
- k) The advertisements are only permitted on the area defined in the tender.

9.2 PENALTY PROVISIONS

In case above minimum maintenance standards of BQS are not adhered, penalty upto Rs.500/- can be imposed per BQS with due notice to the agency. Periodical inspection shall be carried out by authorised officers of JCTSL in this connection.

10. DAMAGES (OTHER THAN LIQUIDATED DAMAGES)

JCTSL shall verify compliance of all parameters, requirements, obligations and responsibilities enforceable against the agency by virtue of the provisions of Agreement of Display of Advertisements on BQS and their maintenance. The Agency shall allow JCTSL representatives, personnel and contractors of JCTSL, complete access to the agencies facilities (including equipment, material, and personnel) and BQS to enable JCTSL to inspect, audit and monitor the performance of the agency. If the agency is in default of Schedule of maintenance of BQS, then JCTSL shall impose damages till such time as the default has been cured to the satisfaction of JCTSL. If the agency does not rectify the default within the stipulated cure period or if the default is of a nature that is not capable of rectification, it shall be treated as a Material Breach and JCTSL shall have the right to terminate Agreement of Display of Advertisements on BQS and their maintenance in accordance with the terms hereof.

11. ACCOUNTS

The Agency shall provide to JCTSL 2(two) certified copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of each financial year to which they pertain, including the accounts related to the First Operation Year and the Last Operation Year.

12. PERFORMANCE GUARANTEE

At the time of the execution of the Agreement of Display of Advertisement on BQS and their maintenance, the Successful Bidder would be required to submit to JCTSL, an irrevocable and unconditional Performance Guarantee towards Display of Advertisement on BQS and their maintenance in the form of Bank Guarantee in Format T7 of any a Nationalised bank or any schedule bank acceptable to JCTSL. The performance guarantee shall be submitted for 145 BQS. The amount of Performance Guarantee shall be equivalent to 5% of the annual quoted license fee of three years of all the BQS (i.e. annual fee for all BQS x 03 years x 5%).

13. Delay in execution of agreement with JCTSL at Jaipur - the Service Provider's performance

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/ or performance of the services as per the Agreement, Service Provider shall promptly notify JCTSL in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, JCTSL shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

14. All the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 will be applicable. If there is any contradiction in existing conditions, then the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 shall be applicable.

15. FORCE MAJEURE AND CHANGE IN LAW

15.1. Notice of Force Majeure Event

(a) A soon as practicable and in any case within seven(7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated duration of the Force Majeure Event;
- iii. The nature of and the extent to which, performance or any of its obligations under Agreement of Display of Advertisements on BQS and their maintenance is affected by the Force Majeure Event;
- iv. The measures which the Affected Party has taken or proposes to take to alleviate /mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under Agreement of Display of Advertisements on BQS and their maintenance.

- (b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Sub-Clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/ survey of the Depot facilities of agency and Project Facilities and Buses in order to:
- (i) Assess the impact of the underlying Force Majeure Event;
 - (ii) To determine the likely duration of Force Majeure period; and
 - (iii) To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- (c) The Affected Party shall during the Force Majeure period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Sub-Clause (b) as also any information, details or document, which the other Party may reasonably require.

15.2 Performance of Obligations

If the Affected Party is wholly or partially unable to perform any of its obligations under Agreement of Display of Advertisements on BQS and their maintenance because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) Due notice of the Force Majeure Event has been given as required by the preceding Clause 15.1.
- b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c) The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the Project Facilities and BQS as a result of the Force Majeure Event and to restore the Project Facilities and BQS to their original state (normal wear and tear excepted);
- d) When the Affected Party is able to resume performance of its obligations under Agreement of Display of Advertisements on BQS and their maintenance, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay for resuming such performance;
- e) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- f) Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure.

15.3 TERMINATION DUE TO FORCE MAJEURE EVENT

- a) If a Force Majeure Event continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 consecutive days, the Parties may mutually decide to terminate Agreement of Display of Advertisements on BQS and their maintenance or continue Agreement of Display of Advertisements on BQS and their maintenance on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall after the expiry of

the said period of 120 consecutive days, be entitled to terminate Agreement of Display of Advertisements on BQS and their maintenance by giving written notice to the other Party

- b) If the Party having the right to do so decides to terminate Agreement of Display of Advertisements on BQS and their maintenance pursuant to the preceding sub-clause 15.3(a), it shall issue Termination Notice setting out:
- i. In sufficient detail the underlying Force Majeure Event;
 - ii. The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
 - iii. The estimated termination payment including the details of computation thereof; and
 - iv. Any other relevant information.
- c) 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:
- i. The termination payment, if any, payable by JCTSL in accordance with the following Clause (d) is paid to agency on the Termination Date; and
 - ii. The agency shall hand over to JCTSL possession of all BQS on the Termination Date free from all Encumbrances.
- d) Upon Termination of Agreement of Display of Advertisements on BQS and their maintenance due to a Force Majeure Event, JCTSL shall return the performance guarantee to the agency.

15.4. LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

Save and except as expressly provided in this Clause 15, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

16. EVENTS OF DEFAULT

- 16.1. Event of Default means an agency Event of Default and/or JCTSL Event of Default, as the context may admit or require.
- 16.2. The agency Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event ("Agency Event of Default"):
- (i) The agency is in/commits a Material Breach of Agreement of Display of Advertisements on BQS and their maintenance,
 - (ii) The Agency is a repeated breach (more than three quarters in period of one year despite adequate notice).
 - (iii) Any representation made or warranties given by the agency under Agreement of Display of Advertisements on BQS and their maintenance, is found to be false or misleading,
 - (iv) The agency, any of its creditors or any other eligible party files for the agency's liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing,
 - (v) Levy of an execution or restraint on the agency's assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days,

- (vi) Amalgamation of the Agency with any other company or reconstruction/ restructuring or transfer of the whole or part of the Agency's undertaking (other than transfer of assets in the ordinary course of business) without JCTSL's prior written approval; provided, if the amalgamated entity, reconstructed/restructured entity or the transferee, as the case may be, has the financial and technical ability demonstrated to the satisfaction of JCTSL, to undertake, perform/ discharge the obligations of the Agency under Agreement of Display of Advertisements on BQS and their maintenance, JCTSL shall not unreasonably withhold the necessary approval
- (vii) The Agency repudiates Agreement of Display of Advertisements on BQS and their maintenance or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement of Display of Advertisements on BQS and their maintenance.
- (viii) The Agency has delayed payments that has fallen due under Agreement of Display of Advertisements on BQS and their maintenance beyond the specified time period or if not so specified beyond 90 (ninety) days of the due date
- (ix) The Agency is adjudged bankrupt or insolvent
- (x) The Agency does not attend to or abandons the Project for a consecutive period of 90 (ninety) Business Days other than in a Force Majeure Event.

16.3. JCTSL Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event ("JCTSL Event of Default"):

- i. JCTSL is in Material Breach of its obligations under the Agreement of Display of Advertisements on BQS and their maintenance, or
- ii. Any representation made or warranties given by JCTSL under Agreement of Display of Advertisements on BQS and their maintenance is found to be false or misleading.

16.4. Rights of Parties Upon the occurrence of the Agency Event of Default which is not remedied after following the procedure set out in Clause 16.6 and/or 16.8 (as the case may be), JCTSL shall without prejudice to any other rights and remedies available to it under Agreement of Display of Advertisements on BQS and their maintenance or law be entitled to terminate Agreement of Display of Advertisements on BQS and their maintenance pursuant to Clause-17.

- i. Upon the occurrence of JCTSL Event of Default which is not remedied after following the procedure set out in Clause 16.6 and/ or 16.8 (as the case may be) to the extent applicable, the Agency shall without prejudice to any other rights and remedies available to it under this Agreement of Display of Advertisements on BQS and their maintenance be entitled to terminate this agreement pursuant to Clause-17.
- ii. Provided that before proceeding to terminate Agreement of Display of Advertisements on BQS and their maintenance, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under Agreement of Display of Advertisements on BQS and their maintenance and the circumstances in which the same has occurred.

16.5 CONSULTATION NOTICE

Either Party exercising its right under Clause 16.4 shall first issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default ("Consultation Notice"). The Party committing the Event of Default that gives rise to the Consultation Notice can cure the relevant Event of Default within 90 days of receiving Consultation Notice.

16.6. REMEDIAL PROCESS

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 days or such extended period as they may agree the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default ("Remedial Period"). Without prejudice to this, if the underlying event is Agency Event of Default, the Parties shall endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances:

- a) The change of management or control/ownership of the Agency.
- b) The replacement of the Agency by a new Agency ("Substitute Entity") under this Clause 16.6(b) on terms no less favourable than those contained in Agreement of Display of Advertisements on BQS and their maintenance.
 - i. The specific terms and conditions on which the Substitute Entity would be appointed shall include:
 - ii. The criteria for selection of the Successful Bidder as provided in RFP,
 - iii. The transfer of rights and obligations of the Agency surviving under Agreement of Display of Advertisements on BQS and their maintenance to the Substitute Entity,
 - iv. Handing over of the assets (including any equipment/communication system and material that is used in relation to the implementation of the Agreement) other than the buses to the Substitute Entity,
 - v. Assumption by the Substitute Entity of the outstanding obligations of the Agency,
 - vi. Assumption by Substitute Entity of any amounts due to JCTSL from the Agency under Agreement of Display of Advertisements on BQS and their maintenance, and
 - vii. Substitute Entity providing fresh Performance Guarantee.

16.7. OBLIGATIONS DURING REMEDIAL PERIOD

During the Remedial Period, the Parties shall continue to perform their respective obligations under Agreement of Display of Advertisements on BQS and their maintenance which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/ breach.

16.8. REVOCATION OF CONSULTATION NOTICE

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties agree upon any of the measures set out in Clause 16.6, the Consultation Notice shall be withdrawn by the Party who has issued the same and

the Event of Default shall not lead to Termination of Agreement of Display of Advertisements on BQS and their maintenance, unless otherwise agreed by JCTSL in its sole and absolute discretion.

16.9. TERMINATION DUE TO EVENTS OF DEFAULT

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties have not agreed upon any of the measures in accordance with Clause 16.6 the Party who has issued the Consultation Notice shall have the right to terminate Agreement of Display of Advertisements on BQS and their maintenance, in which event, the provisions of Clause 17 shall, to the extent expressly made applicable, apply.

16.10. Time period available to Agency for Remediation and Replacement

The total time period available for the Agency for remediation under Clause 16.6 shall not exceed 365 days from the date of remediation notice unless agreed otherwise by JCTSL.

17. TERMINATION AND EXPIRY OF AGREEMENT

17.1. TERMINATION PROCEDURE

The Party entitled to terminate Agreement of Display of Advertisements on BQS and their maintenance (which would occur only after following the process stipulated above) either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing ("Termination Notice") to the other Party. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days ("Termination Period") and at the expiry of the Termination Period, Agreement of Display of Advertisements on BQS and their maintenances shall stand terminated.

17.2. OBLIGATIONS DURING TERMINATION PERIOD

During Termination Period, the Parties shall continue to perform such of their respective obligations under Agreement of Display of Advertisements on BQS and their maintenance which are capable of being performed

17.3. REQUISITION FOR INFORMATION

Upon issue or receipt, as the case may be, of the Termination Notice either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, JCTSL shall by a notice in writing ("Requisition") call upon the Agency to furnish the following information to JCTSL to enable JCTSL to estimate the outstanding liabilities/ assets of the Agency:

- (a) The particulars of the BQS;
- (b) The particulars of all the major contracts in relation to the various aspects of the implementation of the Project;
- (c) The particulars of the entire loan and other financing documents entered into with respect to the Project
- (d) Data or records (to be specified by JCTSL) regarding the establishment, operation and maintenance of the Project;
- (e) Any other information or records (to be specified by JCTSL) regarding Agency and/or the transferees and its/their business, assets and liabilities. The Agency shall within a period of 60 (sixty) days of receipt of Requisition furnish the particulars called for by JCTSL.

17.4. CONSEQUENCES OF TERMINATION

(a) Transfer of Assets

(i) On the Termination Date, the Agency shall subject to the provisions of Agreement of Display of Advertisements on BQS and their maintenance Agreement:

(a) In the event of termination of Agreement of Display of Advertisements on BQS and their maintenance, in the event that JCTSL so desires, in the interest of keeping the maintenance and cleaning of BQS provided by Agency running during their transition to JCTSL, the Agency and JCTSL will meet no later than once every fortnight to evolve and activate a transition plan to maintain and upkeep of BQS. This arrangement will continue for a period of no longer than 180 days after the termination by JCTSL.

(b) Ensure transfer, assign and deliver to JCTSL or its nominated agency, free and clear of any Encumbrances, the vacant and peaceful possession of all the Project Facilities and civil structures constructed in use as part of the Project, in original state (normal wear and tear excepted). In the event of any damage by the Agency, the Agency shall be liable to make good all such damages.

(c) Transfer all its rights, titles and interest in or over the tangible assets comprised in the Project (including movable assets which JCTSL agrees to take over) to JCTSL or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard

(ii) It is clarified that the liabilities of the Agency, including without limitation liabilities relating to labour and personnel related obligations of the Agency and the Persons claiming through or under the Agency shall not be taken over by JCTSL or its nominated agency.

(a) All such labour and employees shall continue to be the responsibility of the Agency/such Persons even after the expiry of the Term and they shall have no claim to any type of employment or compensation from JCTSL or JCTSL's nominated agency.

(b) Project Agreements: The Agency shall at the cost of JCTSL or its nominated agency transfer/assign such of the Project agreements which (i) are valid and subsisting, (ii) capable of being transferred/assigned, (iii) JCTSL or its nominated agency has chosen to take over in its favour. The Agency shall entirely, at its cost, terminate all such Project agreements which are not transferred/ assigned to JCTSL or its nominated agency.

(c) Transfer Costs

(i) The Project and all assets (including assets pertaining to sub authorization) shall be transferred to JCTSL or its nominated agency.

(ii) JCTSL or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Project and any assets in relation to the Project by the Agency to JCTSL or its nominated agency.

- (iii) A committee comprising of one representative each of JCTSL, Agency and third party mutually agreed by them shall be constituted by Managing Director, JCTSL. The committee shall evaluate the assets, pending payments of the parties and other dues if any and determine the value of termination compensation payable to JCTSL or Agency as the case may be.

17.5. TERMINATION PAYMENTS

Upon Termination of the Agreement (in accordance with the provisions of Clause 16 and 17 of the Agreement) on account of Agency Event of Default, JCTSL shall have the right to enforce/ encash the Performance Guarantee.

17.6. ACCRUED RIGHTS OF PARTIES

Notwithstanding anything to the contrary contained in the Agreement of Display of Advertisements on BQS and their maintenance, any termination of Agreement of Display of Advertisements on BQS and their maintenance 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 Agreement of Display of Advertisements on BQS and their maintenance, 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.

18. INDEMNITY

18.1. Indemnity by the Agency

Without prejudice to the generality of Clause 18.4, the Agency shall indemnify and hold JCTSL harmless, from any and all claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Agency and their respective employees and damage to or destruction of any property or equipment of the Agency and their respective employees arising during or as a result of the performances or nonperformance of Agreement of Display of Advertisements on BQS and their maintenance from any cause whatsoever provided that this clause shall not apply to injury, death, damage or destruction to the extent caused by the negligence, default or omission of JCTSL or its employees.

18.2. INDEMNITY - THIRD PARTY

Without prejudice to the generality of Clause 18.4, the Agency shall indemnify and hold JCTSL harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party/Person and the damage to or destruction of any property of any third Person arising directly or indirectly as a result of any negligence, default or omission of the Agency or its employees or/and agents.

18.3. NON-COMPLIANCE WITH LAWS

Without prejudice to the generality of Clause 18.4, the Agency shall indemnify and hold JCTSL harmless from any fines, damages and similar charges which may be attributed to or imposed or assessed against JCTSL by reason of the failure of the Agency to comply fully with all clearances save to the extent such failure was caused by the negligence, default or omission of JCTSL or its employees and/or agents.

18.4. GENERAL INDEMNITY

Subject to the exclusions and limitations of liability in this clause, the Agency shall indemnify and hold JCTSL harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by JCTSL arising whether directly or indirectly as a result of the breach by the Agency of any of the Agency's obligations under Agreement of Display of Advertisements on BQS and their maintenance save to the extent such claims, liabilities, costs, damages and expenses were caused by the negligence, default or omission of JCTSL or its employees and/or agents. Notwithstanding the occurrence of the Termination Date, the Agency shall indemnify and hold JCTSL harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by JCTSL.

19. INSURANCE

19.1. AGENCY'S INSURANCE

The Agency (at its own cost during the Term) shall effect and maintain in full force and effect policies of insurance in respect of claims for personal injury to or death of any person employed by the Agency and arising out of such employment, third party liability insurance and such other insurances (including but not limited to workers compensation, employer's liability and commercial general liability) as may be required by Applicable Law or prudent utility practices.

19.2. GENERAL REQUIREMENTS OF AGENCY'S POLICIES. THE AGENCY SHALL:

- (i) Whenever required by JCTSL, produce the policies or certificates of any insurance which it is required to effect under Agreement of Display of Advertisements on BQS and their maintenance together with receipts for the premiums;
- (ii) Effect all such insurances with an insurer and on terms approved by JCTSL and, if required by JCTSL, in the joint names of JCTSL and any other person nominated by JCTSL; Without prejudice to the generality of above paragraph that each policy of insurance contains a clause in terms approved by JCTSL providing that it shall not as against JCTSL (and such others as JCTSL may reasonably require to be a named party to the insurance) be invalidated by any act, breach, omission, neglect or failure of the Agency or, in the case of such others, by the Agency or JCTSL;
- (iii) That each policy of insurance contains a clause under which the insurers waive subrogation rights against JCTSL, its contractors (other than the Agency), their respective affiliates and any employee of any of them and such others as JCTSL shall reasonably nominate;
- (iv) That each policy of insurance contains a clause providing that if the policy is cancelled, or allowed to lapse or suspended for any reason whatsoever, or any change is made in coverage which adversely affects the interests of JCTSL (and such others as JCTSL shall reasonably specify) such cancellation, lapse, suspension or change shall not be effective as to JCTSL (and such others as JCTSL shall reasonably specify) for not less than one month after receipt by JCTSL (and such others as JCTSL shall reasonably specify) of written notice from the relevant underwriters or insurers of such cancellation, lapse, suspension or change;

- (v) Make no material alterations to the terms of any such insurance without JCTSL's approval; and
- (vi) That each policy of insurance is primary without right of contribution from any other insurance which is carried by JCTSL or the Agency (or such others as JCTSL shall reasonably specify).

19.3. COMPLIANCE WITH POLICIES

The Agency shall comply with the conditions of any insurance policy to be affected under Agreement of Display of Advertisements on BQS and their maintenance and shall not at any time do or omit to do anything whereby any insurance taken out under Agreement of Display of Advertisements on BQS and their maintenance would be rendered void or voidable or suspended, impaired or defeated in whole or in part.

19.4. REMEDIES FOR FAILURE TO INSURE

If at any time and for whatever reason any of the insurances required to be maintained pursuant to Clause 19.2 shall not be in full force and effect, then, without prejudice to any other right of JCTSL, may at any time whilst such failure is continuing, such insurances at the expense of the Agency and take such steps with respect of such insurances as JCTSL may consider expedient or necessary. Any amounts expended by JCTSL in procuring any such insurance or taking any such steps shall become immediately due and payable by the Agency to JCTSL.

19.5. NOTIFICATION OF CLAIMS

JCTSL and the Agency shall give each other prompt notice of any claim relating to any insurance affecting the Project with full details of the incident giving rise to such claim and shall afford to the other all such assistance and information as may be reasonably required for the preparation and negotiation of insurance claims.

19.6. NO BREACH OF INSURANCE OBLIGATION

If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/ re-instated in respect of such risk, the Agency shall not be deemed to be in breach of its obligations regarding insurance under Agreement of Display of Advertisements on BQS and their maintenance.

20. DISPUTE RESOLUTION PROCEDURE

20.1 In the event of any question, dispute or differences arising under these Conditions or in connection with this contract except as to any matter the decision of which is specially provided for by these Conditions, the same shall be referred to the Sole Arbitrator. The party wanting to initiate arbitral proceedings shall intimate in writing to the other party of its intention in this respect. On receiving such intimation, the other party shall send a list of three persons proposing the names one of whom shall function as sole arbitrator. This shall be done within 30 days from the date such intimation received from the first party. The first party shall then select one person out of the list of three persons to function as arbitrator. This shall be done by the first party by the first party within 15 days from the date he receives the list from the other party. In case of failure of the second party to furnish a list of 3 persons within the specified period of 30 days, the first party shall get the sole arbitrator appointed through high court in Rajasthan.

20.2 In the event of the Arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason it shall be lawful for the authority appointing the arbitrator to appoint another Arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- 20.3 The Arbitrator may from time to time, with the consent of all the parties to the contract enlarge the time for making the award upon the award upon every and any such reference. The cost of arbitration shall be shared equally by both the parties unless otherwise decided by the sole arbitrator through the award.
- 20.4 The venue of arbitration shall be Jaipur, India from where the Letter of Acceptance/ Contract is issued and where the contract is to be performed
- 20.5 In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions of otherwise.
- 20.6 The Reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the JCTSL and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the work. The Contractor shall not be entitled to suspend the work and liable to deposit license fee. The JCTSL will take further action as per the provision of the contract.
- 20.7 The award of the sole Arbitrator shall be binding on the parties.
- 20.8 The arbitration proceedings shall be governed by the Arbitrator and Conciliation Act 1996, as amended from time to time, including provision in force at the time of the reference is made.
21. GOVERNING LAW & JURISDICTION
Agreement of Display of Advertisements on BQS and their maintenance shall be construed and interpreted in accordance with and governed by the laws of India, only the courts in Jaipur shall have jurisdiction to try all disputes and matters arising out of an under Agreement of Display of Advertisements on BQS and their maintenance.
22. SCHEDULES
All schedules and other explanatory details attached to this Agreement or such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the JCTSL/ Regulator shall be deemed to be a part of this Agreement.
23. NOTICES
Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of Term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery/recognized international courier, mail, telex or facsimile and delivered or transmitted to the parties at their respective addresses set forth below:

To JCTSL:

Managing Director, JCTSL, Jaipur,
Room No.209, 2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi Tonk Road, Jaipur — 302015

To the Agency:

Or at such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.



24. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

25. ASSIGNMENT

- (a) Subject to Sub-Clause, below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- (b) The Parties hereby agrees that Agency does not have any right, title or interest over the BQS or any other Project Facilities provided by JCTSL for and on behalf of JCTSL.
- (c) The Agency cannot create any form of Encumbrance in favour of any third party on the following:
 - (i) On any BQS or Project Facilities provided for use by JCTSL;
 - (ii) On any asset in relation to the Project that has been and on behalf of JCTSL;

26. NO PARTNERSHIP

Nothing herein contained shall be construed to constitute a partnership between JCTSL and Agency, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

27. SEVERABILITY

- (a) If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- (b) The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the dispute resolution procedure under this Agreement or otherwise.

28. REPRESENTATION AND WARRANTIES

28.1. Representation and Warranties of JCTSL hereby represents, assures, confirms and undertakes to the Agency as follows:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- (c) Nothing in this Agreement conflicts with its constitutional mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- (d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law.

28.2. REPRESENTATION AND WARRANTIES OF AGENCY

Agency hereby represents, assures, confirms and undertakes to JCTSL as follows:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- b) That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;
- c) The each of its employees, workmen, personnel and staff assigned to perform services as enshrined in this Agreement shall have proper skill, training and background for his/her level of competence so as to be able to perform and fulfill his/her responsibilities in a competent and professional manner. Further, all remuneration, salary, costs and expenses of such employees, workmen, personnel and staff shall be borne solely by the Agency;
- d) Nothing in this Agreement conflicts with its memorandum and articles of association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- e) This Agreement will be valid, legal and binding against it under the Indian Law.

29. MISCELLANEOUS

29.1. AMENDMENTS

No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

29.2. LANGUAGE

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. Pursuant or relevant to this Agreement shall be in the English language.

29.3. EXCLUSION OF IMPLIED WARRANTIES ETC.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

29.4. FURTHER ASSURANCES

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

29.5. INTEREST AND RIGHT OF SET OFF AND LIEN

Any sum which is due and payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of SBI PLR plus 2% (two percent) per annum, from the due date and until the date of payment or otherwise realisation thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off. Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations. Provided further, in the event any sums whatsoever are due and owing to JCTSL from the Agency/transferees under this Agreement, JCTSL shall have the sole and absolute right to recover the same.

29.6. Letter of Acceptance, RFP and Pre-bid minutes will be the part of agreement.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

SIGNED ON BEHALF OF JCTSL

(Signature)

(Name)

(Designation)

SIGNED ON BEHALF OF

Agency by the hand of its
authorized representative

(Signature)

(Name)

(Designation)

Note: - This guarantee can be from nationalized bank only

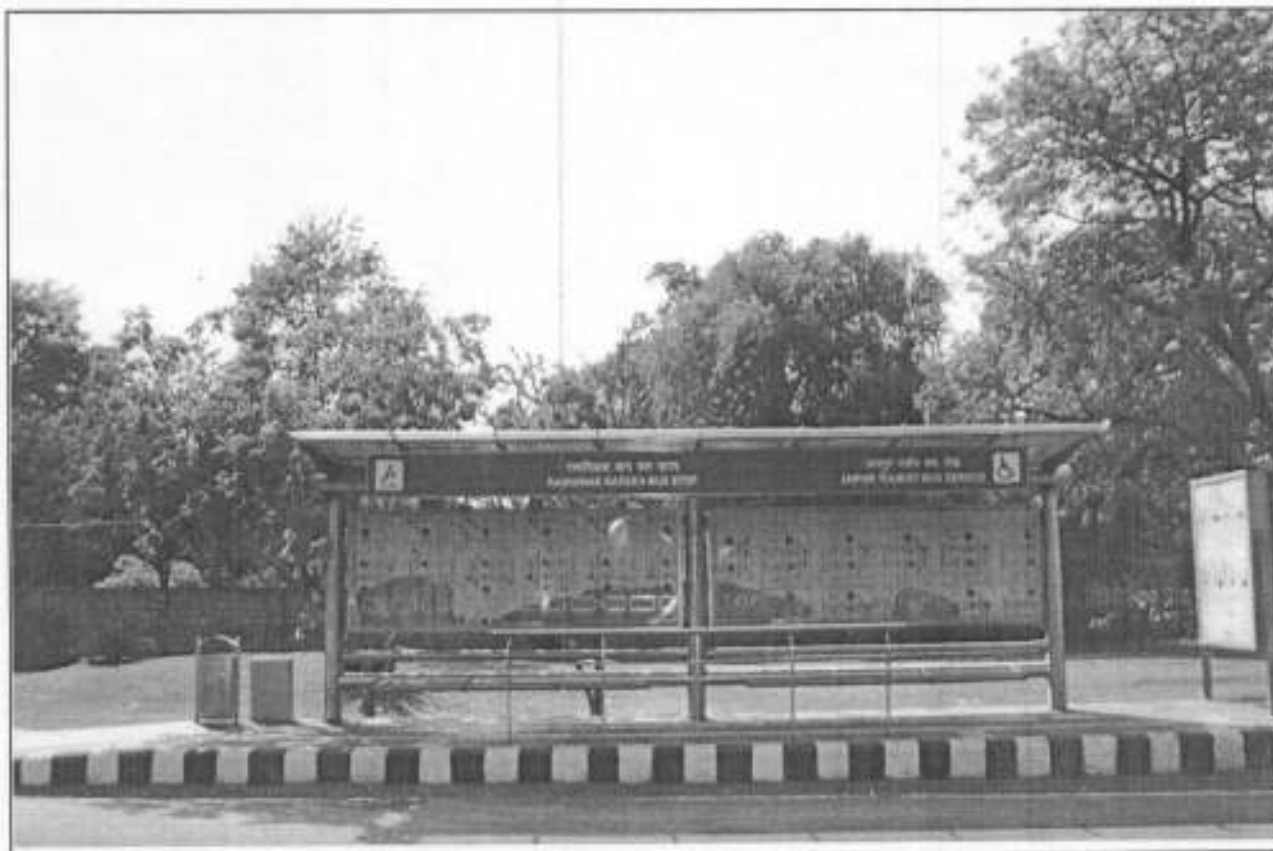
SCHEDULE - 1

(A) BROAD SPECIFICATIONS OF BUS-Q-SHELTER

SN	ITEMS	UNITS	LENGTH	WIDTH	QTY PER SHELTER	REMARKS
1	Aluminum signage frame made of 6063-T5 aluminum frame with section weight 3.80 to 4.00 kg/m with minimum tensile strength 22000 psi as per drawing provided having 4mm clear solid compact polycarbonate in front and 3mm ACP sheet reinforced with internal support frame at rear completely sealed with the help of silicon and epdm to make it dust and water proof.	mtr.	3.950	1.308	2 nos.	ALUMINIUM SIGNAGE SINGLE SIDED.
2	Aluminum signage frame made of 6063-T5 aluminum frame with section weight 3.80 to 4.00 kg/m with minimum tensile strength 22000 psi as per drawing provided having 4mm clear solid compact polycarbonate in front and 3mm ACP sheet reinforced with internal support frame at rear completely sealed with the help of silicon and epdm to make it dust and water proof.	mtr.	1.800	1.308	1 no.	ALUMINIUM SIGNAGE DOUBLE SIDED.
3	FRONT POLY CARBONATE SHEET (4mm thick solid polycarbonate)	mtr.	3.880	1.290	2nos.	ALUMINIUM SIGNAGE SINGLE SIDE
4	BACK ACP SHEET (3mm thick ACP)	mtr.	3.900	1.300	2 nos.	
5	FRONT POLY CARBONATE SHEET (4mm thick solid polycarbonate)	mtr.	1.750	1.290	2 nos.	ALUMINIUM SIGNAGE DOUBLE SIDE
6	Roof Sheet should be 5 -walled , 10 mm thick polycarbonate multiwall sheet bronze color having a light transmission of 30 %,with a u-value of 2.39 W/m2k lexan. Lexan thermo clear multiwall sheetLT2UV105R175 from SABIC innovative plastic or equivalent. fixing of the 10 mm	mtr.	2.360	1.070	9 nos.	BQS ROOF SHEET

	sheet to be done with profile having epdm / silicon .					
7	Aluminum profiles need to use at front and rear of polycarbonate sheet has to be closed by aluminum profiles.	mtr.	2.400		11 nos.	TOP ALUMINIUM PROFILES
8	Name Plate Vinyl of high grade printed vinyl. The vinyl shall be minimum 85 micron thick, of LG or equivalent make.	mtr.	7.000	0.400	1 no.	Name plate Vinyl
ELECTRIC ITEMS						
9	Vandal Resistant light source of polycarbonate body with compact fluorescent lamp of white colour of 55W of standard, MY1: of approved make with IP67Approval , including cable fixing , switchgear etc.	nos.			2 nos.	Vandal Light
10	MCB SINGLE POLE ,30 AMP BENTEK OR HEVEL OR L & T MAKE	nos.			3	ELECTRIC ASSC. FOR SIGNAGES AND FEEDER BOX
11	ELCB 40 AMP, 300 MAP,HEVEL OR L & T, OR EQUIVALENT MAKE	nos.			1	
12	CONTOCTOR- 40 AMP. 3 POLE, WITH NO-NC,230V COIL	nos.			1	
13	TIMER 16 AMP. 230 VOLT, SINGLE PHASE, WITH BETORY BACKUP L&T MAKE	nos.			1	
14	ELECTRONIC CHOWKS 40 V, CROMPTON GREEVES OR PHILLIPS	nos.			51	
15	TUBE HOLDER WITH LEAD	nos.			102	
16	TUBES 40V, PHILLIPS OR EQUIVALENT	nos.			51	

(B) Layout of Bus-Q-Shelter



Handwritten signatures and marks.

SCHEDULE – 2

Maintenance Manual of Bus-Q-Shelters

A. Daily Cleaning Schedule of BUS-Q-Shelter.

S. N.	Description of Job	Mode of Cleaning	Method adopted for Cleaning
1.	Dry Sweeping of floor	Hard and Soft Brooms	Manual
2.	Dusting and Cleaning of steel frame and polycarbonate sheet of lower panel (outer)	Micro dusters/ wool Duster Telescopic Wipers/ (Dry & Net Cleaning)	Mobile Van/ Manual
3.	Dusting of Steel fixtures and pillars under bus shelter	Using Micro fiber dusters and wool dusters	Manual
4.	Cleaning of garbage from dust bins	Manual hand pick	Manual
5.	Washing of pavement and Floor tiles. (On alternate Days)	Manual Cleaning	Manual

B. Weekly Cleaning Schedule of Bus - Q-Shelter

S. N.	Description of job	Mode of cleaning	Method adopted for cleaning
1	Brooming area 5 meters either side of BQS platform (Dry) surrounding area of BQS	Hard and soft Brooms	Manual
2	Roof Top sweeping	Dry sweeping with broom	Manual
3	Roof Top wet cleaning	Wet Mopping	Manual
4	Cleaning of upper poly carbonate sheet panel including side panel (Outer)	Micro duster/wool Duster Telescopic Wipers (Dry & Wet cleaning)	Mobile van/Manual
5	Cleaning of steel frames of upper panel	Dry & Wet Mopping	Mobile van/Manual
6	Cleaning of Roof Bars	Damp cleaning with dusters	Manual
7	Full Cleaning of Steel pillars and steel bars	By hand	Mobile van/Manual
8	Curb stone cleaning	Manual	Mobile van/Manual

C. Monthly Cleaning Schedule of Bus - Q-Shelter

S.N.	Description of job	Mode of cleaning
1	Full Cleaning of Steel pillars and steel bars	By hand
2	Overall cleaning with polishing of SS structure if required	Broom Mopping polishing cleaning and dusting
3	Curb stone cleaning	By hand.
4	Checking of nuts and bolts of bus shelters	Physical.

Penalty Provisions:

1. For improper daily maintenance of BQS, ₹ 100/- per BQS shall be charged as penalty.
2. For improper weekly maintenance of BQS, ₹ 200/- per BQS shall be charged as penalty.
3. For improper monthly maintenance of BQS, ₹ 500/- per BQS shall be charged as penalty.

SCHEDULE - 3

LIST OF LOCATION OF JCTSL BUS-Q-SHELTERS

S.N.	Site Name	S.N.	Site Name
1	Ramdev Poodar School	39	Bhero Ji Mandir Prartap Nagar
2	Bagodia Bhawan	40	Nri Circle, Ratap Nagar
3	Chomu House Circle	41	V.T.Chock, Mansarover
4	Statue Circle	42	Arawali Path, Mansarover
5	S.M.S. Mode	43	Kwari Path Stadium, Mansarover
6	Kanodia College	44	Kendrya Vidhayala-5
7	JDA Circle	45	Summer Nagar Mode
8	Ramdev Podar School	46	Riico, Sanganer
9	Commerce College	47	Pratap Nagar, Sector-10
10	JDA Circle	48	Bharonji Mander (Down)
11	L.B.S. College	49	Jahawar Circle-III, Jagatpura Mode
12	Saras Dairy	50	Gold Shukh (Up)
13	Shiksha Sankul	51	Gold Shukh (Down)
14	Genpact (J.L.N. Marg)	52	Malvaya Nagar, Sector- 15
15	Jawahar Circle	53	Jagat Pura Railway Crossing (Up)
16	Jawahar Circle	54	Jagat Pura Railway Crossing (Down)
17	North East Railway Office	55	Indra Gandhi Nagar (Up)
18	Haldiya Garden	56	Indra Gandhi Nagar (Down)
19	Apex Circle	57	Khatipura Railway Station (Down)
20	Kendriya Vidhyalaya-4	58	Central Railway Hospital
21	Kendriya Vidhyalaya-4	59	Collectorate Circle, Panipach
22	Gupta Store	60	Ramgarh Mode (Up)
23	Jasawant Nagar	61	Jalmahal (Up)
24	Parshu Ram Circle	62	Jalmahal (Down)
25	Vidyadhar Nagar Thana	63	Airforce Office (Up)
26	Vidyadhar Nagar Thana	64	Airforce Office (Down)
27	Mandir Mode	65	Ramgarh Mode (Down)
28	Mandir Mode	66	Johrawar Singh Gate
29	Nursary Circle	67	Ajmeri Gate M.I.Road
30	NBC Hatwara Mode	68	Ajmeri Gate, Tonk Road -I
31	Central Railway Hospital	69	Ajmeri Gate, Tonk Road -II
32	Pratap Nagar, Sector-5	70	Ajmeri Gate, G.M.D. School
33	Pratap Nagar, Sector-5	71	Secretariat, Tilak Marg (Up)
34	Pratap Nagar, Sector-8	72	Secretariat, Tilak Marg (Down)
35	Pratap Nagar, Sector-8	73	Ramniwas Garden Parking-I
36	Sanganer Bus Dipot	74	Ramniwas Garden Parking-II
37	Goshala Shyapur Mode	75	Ramniwas Garden Parking-III
38	Partap Nagar, Community Centre Sector-II	76	Model Town (Up)

S.N.	Site Name	S.N.	Site Name
77	Model Town (Down)	112	Bank of India Jawahar Nagar
78	Khati Pura Railway Station (Up)	113	Bank of India Jawahar Nagar
79	Jagatpura Railway Station	114	Bhragu Path
80	Dak Colony, Balaji Mode (Down)	115	Denik Bhaskar
81	Seedling School (Up)	116	Dhoulayi
82	Seedling School (Down)	117	Dhoulayi
83	Gandhi Nagar Railway Station (Up)	118	Jawahar Circle, E.P. Mode
84	Gandhi Nagar Railway Station (Down)	119	Ganga Jamuna Petrol Pump
85	Khole Ke Hanmun Ji	120	Icici Bank, Heera Path
86	Transport Nagar	121	Jhalana Dungri
87	Mantal Hospital	122	Jhalana Dungri
88	Jalmahal -III	123	Joshi Marg, Kalwad Road
89	Govind Nagar, Amer Road	124	Kalwad
90	Galta Gate -II	125	Kardhani Kalwad Road
91	Chomu Puliya -I (Up)	126	Kaveri Path Stadium Mansarovar
92	Chomu Puliya-II (Up)	127	Metro Hospital (Shipra Path)
93	Chomu Puliya-III (Down)	128	Ram Kutiya Kalwad Road
94	Gandhi Path, Vashali Nagar	129	Ram Kutiya Kalwad Road
95	Parivahan Nagar, Khatipura Road	130	Ramniwas Garden Bus Stop
96	Agarwal Fram Bus Terminal	131	Ramniwas Garden Bus Stop
97	Agarwal Fram Bus Terminal	132	Rawan Gate Kalwad Road
98	Agarwal Farm Bus Stop	133	Shipra Path ,Petrol Pump
99	Agarwal Farm SFS	134	Swarn Path (Shipra Path)
100	Air Port	135	Swarn Path (Shipra Path)
101	Air Port	136	V.T. Road (Shipra Path)
102	Amber	137	Kumbha Marg, Tonk Road
103	Amber	138	India Gate, Tonk Road
104	Aravali Path	139	India Gate, Tonk Road
105	Aravali Path	140	Sitapura Puliya, Tonk Road
106	Aravali Path	141	Sitapura Puliya, Tonk Road
107	Aravali Path New Sanganer	142	Balaji Mandir, Natani Wala, Vatika Road
108	Aravali Path New Sanaganer	143	K.D. Public School, Asha Wala, Vatika Road
109	B2 By Pass (Jaipur Center)	144	Meharishi Gautam Vidhalaya, Vatika Road
110	Bajaj Nagar Enclave	145	Govt. Higher Secondary School, Vatika
111	Bajaj Nagar Enclave		

[Handwritten signatures and marks]

Techno-Commercial Bid Statement

(as per bidder documents)

(filled by bidder)

(Bidder may also attached Index as per bidder document)

Name of Work:-	Display of Advertisement on 145 Modern State of Art Bus-Q-Shelters and their Maintenance in Jaipur
Bid No.:-	NIB 11/2020-21
Technical Bid Opening Date:-	24-09-2020 at 03:30 pm

SN	Particulars	Details	
1.	TECHNO-COMMERCIAL		
		DD No./ Date/ Name of Bank	Page No.
	DD of Bid Fee	₹ 11800/-	
	Bid Security DD/ Bank Guarantee No.	₹ 27.29 lac	
	DD of Processing Fee	₹ 1000/-	

2.	QUALIFICATION	PAGE NO.
i.	Firm Registration (Partnership/ Proprietary)	
ii.	Minimum Annual Average turnover of the bidder for the last three years should not be less than the ₹ 3.00 Cr. per annum.	
iii.	Audited accounts of last three years i.e. 2017-18, 2018-19 & 2019-20.	
iv.	As part of technical bid Form-T4 "Project Undertaking" and T8 "Annexure as per the Rajasthan Transparency in the Public Procurement Act 2012 & Rules 2013"	
v.	Signed copy of RFP Document and other related documents related to Financial and Technical Eligibility.	
vi.	Signed copy of Form-T1 to T8 as Proof Of Acceptance duly filled along with copy of supporting documents.	
vii.	Others	

BIDDER SIGNATURE

Ja SE 15/09/20

FINANCIAL BID

[The Financial Bid is to be submitted online in Excel Sheet provided on e-procurement portal in cover assigned for Financial Bid only and nowhere else. If a Financial Bid is given in Technical Bid's cover, the entire Bid submitted by the Bidder shall be cancelled forthwith.]

INDICATIVE FORMAT OF FINANCIAL BID



Tender Inviting Authority: Managing Director, JCTBL, Jaipur

Name of Work: SELECTION OF AGENCY FOR DISPLAY OF ADVERTISEMENT ON THE 145 MODERN STATE OF ART BUS-Q-SHELTERS AND THEIR MAINTENANCE IN JAIPUR

Contract No.: MB No. 910009-21

PRICE SCHEDULE									
(This Bidding template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)									
Sl. No.	Item Description	Quantity	Units	License Fee Per Bids Per Month Inclusive all Taxes except GST (in Rs.)	GST in Percentage	GST in Amount (in Rs.) (M13*N13/100)	Amount in Rs. (M13+O13)	Total Amount in Rs. (D12*P13)	TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8	9	10
1	DISPLAY OF ADVERTISEMENT ON THE 145 BUS-Q-SHELTERS AND THEIR MAINTENANCE IN JAIPUR	145.0000	Nos			0	0.0000	0.0000	Nil Zero Only
Total in Figures								0.0000	Nil Zero Only