

REQUEST FOR PROPOSAL

**Engagement of Agency for Construction of Bus–Q-Shelters
(BQS’s) on Built, Own, Operate, Maintain & Transfer
basis.**



BHOPAL CITY LINK LIMITED

JULY, 2015

NIT No: 25

Bhopal City Link Limited, Bhopal

“B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State Bus
Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Ph: 0755-2980097, E-mail: bcll_bpl@rediffmail.com

Bhopal City Link Limited, Bhopal

“B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Ph: 0755-2980097, E-mail: bcll_bpl@rediffmail.com

No.: BCLL/BPL/Tender/

Date: 09-07-2015

Notice Inviting Tender

NIT No.25 Dated 09-07-2015

The BHOPAL CITY LINK LIMITED , BHOPAL (BCLL) invites sealed Tenders in ‘Two-Bid’ system i.e. Part-I - ‘Techno-Commercial Bid’ and Part-II ‘Financial-Bid’ from the Prospective bidders for the **Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”**. As per detail given here under. **Brief Schedule of bidding activities is as below:**

Description	Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”.
Earnest Money (E.M.D.)	Rs.20,00,000/- (Rs. Twenty Lakhs only)
Cost of Bid Document (non refundable)	Rs. 50,000/- (Rs. Fifty Thousand only)
Issue of RFP document	10-07-2015
Pre Bid Meeting Date	15:00 Hrs on 24.07.2015
Purchase of Tender End Date	17:00 Hrs on 03.08.2015
Bid Submission End Date	16:00 Hrs on 04.08.2015
Opening of ‘Techno-Commercial Bid’	17:00 Hrs on 04.08.2015
Opening of ‘Financial Bid’	Shall be informed at later stage.

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be purchased by the applicants from the office of MD, BCLL, Bhopal on the submission of a written application clearly stating Request for Proposal for **Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”** upon payment of a non refundable Tender Document Fee of Rs 50,000/- (Rs. Fifty Thousand only). The Request for Proposal (RFP) can also be downloaded from the B.M.C. website: <http://www.bhopalmunicipal.com> by the prospective bidders & the same can be submitted to the BCLL office along with the cost of tender. The method of payment will be crossed demand draft from any nationalized/scheduled bank in favor of MD, Bhopal City Link Ltd, payable at Bhopal. Interested eligible applicants may obtain further information from the BCLL. The project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. BCLL has right to accept/reject any tender without assigning any reason. BCLL reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

Sd/-

Addl. Chief Executive Officer
Bhopal City Link Limited, Bhopal

Bhopal City Link Limited, Bhopal

“B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Ph: 0755-2980097, E-mail: bcll_bpl@rediffmail.com

NON TRANSFERABLE:

THE COST OF TENDER FORM = Rs. 50,000/=

FORM NO. -----

SEAL OF OFFICE.

SIGNATURE OF THE ISSUING OFFICER.

Name of the party in whose favor Tender Form has been issued.	
MANAGING DIRECTOR, Bhopal City Link Ltd, B wing, 2 nd Floor, Interstate Bus Terminus (ISBT) Ambedkar Marg, Near Chetak Bridge, Bhopal – 462 001 Ph: 0755-2980097, email: bcll_bpl@rediffmail.com	Tender for Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”.

Sir,

I/we hereby submit our Bid for the work of **“Engagement of Agency for Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis.”** in Bhopal city. The rates quoted are as per format designed by BCLL

I/we hereby agreed to all the terms & conditions stipulated by BCLL and will keep our offer open for 180 days from the day of opening of the techno commercial bid.

Earnest money of Rs.20, 00,000/- (Rs. Twenty Lakhs only) has been deposited through Demand Draft No –

-----Dated ----- Drawn on -----

Yours faithfully,

Signature of the Tenderer

Name in block letters: -----

Full address with seal: -----

Please Note: This form should be duly filled and signed with official seal by the Bidder.

TABLE OF CONTENTS

Clause No.	Description	Page No.
	Front sheet & NIT details	1-4
1	Scope of Work	5
2-4	Bidding Process	6
5	Eligibility Criteria	7
6	Contents of Bids	7-8
7	Disqualification	8
8	Award of Contract	8-9
9	Signing of Contract Agreement	9
10	Annulment of Award	9
11	Period of Contract	9
12	Earnest Money Deposit (EMD)	10
13	Offer Validity	10
14	Construction and Operations & maintenance Performance Security	10-11
15	Payment of License Fee	11-12
16	Maintenance of All BQS’s During Contract Period	12
17	Taxes	12-13
18	Roles and Responsibility	13-15
19	Specification	15-16
20	Oversized Advertisement	16
21	Objectionable Advertisement	16-17
22	Electricity Connection	17-18
23	Compliance To Rules Regulations, Instructions, & Statutory Provisions	18
24	Responsibility for Public Liability against all claims, Act, Losses etc.	18
25	Authority to Recover the Cost in Case of Any Default	18
26	Account of Advertisement Displayed	18
27	Termination of Contract on Breach	18-19
28	Shifting / Removal / Demolition of Bus –Q-Shelter	19
29	Removal of Advertisement Boards on Expiry of Contract	19
30	Transfer of Rights	20
31	Acceptance /Rejection of Tender	20
32	Jurisdiction of Court	20
33	Written Agreement	20
34	Submission of Statement	20
35	Counter Offer	20
36	Dispute Settlement Mechanism	20-21
37	Annexure ‘A’ (List of Locations)	22-24
38	Annexure ‘B’ (General information)	25-26
39	Annexure ‘C’ (Financial Bid)	27
40	Annexure ‘D’ , ‘E’ and ‘F’ (Maintenance schedule & Penalties)	28
41	Annexure ‘G’ (Concept)	29-30
42	Annexure ‘H’ (Format of Contract Agreement)	31
43	Annexure ‘I’ (Format of Bank Guarantee)	32-33

GENERAL TERMS & CONDITIONS OF TENDER

1. SCOPE OF WORK:

- a) **Bhopal City Link Limited**, invites sealed Tenders in ‘Two-Bid’ system i.e. Part-I - ‘Techno- Commercial Bid’ and Part-II ‘Financial-Bid’ from the Prospective bidders for the **Engagement of Agency for “Construction of Bus-Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”**.
- b) Successful Bidders shall be responsible for construction of BQS’s on specified location defined by BCLL as per “Annexure A”. The maximum time period for completion of the construction of all Bus-Q-Shelters (BQS’s) shall be 9 months (including rainy season).
- c) Advertisement rights on all BQS’s shall be given to successful bidder i.e “The Agency” by BCLL only after the successful completion of the construction work of BQS in totality.
- d) Quarterly License fee shall be payable to BCLL on per BQS per month basis by Successful bidder which will start after handing over of BQS in writing and on completion of moratorium Period.
- e) The license fee for the **Display of Advertisement rights** shall be charged after the completion of Moratorium Period and Moratorium Period will be of Nine months from the issue date of work order. BCLL will hand over the BQS to the Successful Bidder only after successful completion of construction of BQS in writing. Successful Bidder will be allowed for commercial advertisement on BQS only after successful completion of construction of BQS and written handed over, but license fee will be started after Nine months from the date of work order.
- f) Handing over of BQS shall be in minimum lot of 20 numbers.
- g) The Agency shall also be responsible for Maintenance & Security of all BQS’s. Maintenance of all BQS will be as defined in Annexure – D & E.
- h) Electricity connection & paying of electricity bills of all BQS’s will be the responsibility of Successful Bidder/agency. However if BCLL provides/fix any equipment like PIS & CCTV Cameras in the BQS, it will be the Successful Bidders responsibility to provide electric connection and other support, and no amount will be paid by BCLL for any such work.
- i) For the entire contract period essential services are to be provided by the agency.
- j) The agency has to transfer of all Bus-Q-Shelters to BCLL in sound condition at the end of Contract period.
- k) The Agency shall also be responsible for maintaining the concrete paving or providing paver blocks in the gap between the front edge of all the BQS to the edge of carriageway, if not finished during the entire contract period.

2. BIDDING PROCESS / SUBMISSION OF TENDER:

Duly filled and signed Tenders should be addressed to the **MD, Bhopal City Link Limited** and submitted in the Office of the MD, Bhopal City Link Limited, B wing, 2nd Floor, Interstate Bus Terminus(ISBT), Ambedkar Marg, Near Chetak Bridge, Bhopal in the sealed cover duly super

scribed with Tender for **Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”**. This main outer envelope should contain two separate and sealed envelopes inside– **(A) Techno-commercial Bid and (B) Financial Bid** respectively, also super scribed accordingly. Tender should reach on or before due date as mentioned in NIT. The “**Financial Bid**” envelopes shall be opened of Technically Qualified bidders & they may attend the Tender opening proceedings, if they desire so. Tender Forms should be clearly filled in ink or duly typed giving full address of the tenderers. The rates should be quoted in figures as well as in words without any cutting and overwriting. The Overwriting or alterations will disqualify the tender unless they are legibly attested by the tenderer. The rate should be kept valid for 180 days from the date of opening of the Techno Commercial Bids. If the Bidder withdraws his offer before the said date, the earnest money will be forfeited in full. The decision of the BCLL to this effect shall be final and binding on the tenderer(s).

3. GENERAL

The prospective bidders are required to inspect the location of BQS’s defined in Annexure-A and after inspection of site of the proposed BQS they may quote the rates. The tenderer submitting tender 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. All BQS’s location shall be available on “as is where basis” as per defined in Annexure-A to the successful bidder. The prospective bidders should satisfy themselves as to the suitability of the proposed location of BQS’s for purposes of construction of BQS & display of advertisement. BCLL shall not be liable in the event if the Successful Bidder is unable to display advertisement on any or all BQS. The grant of concession; interest, ownership and rights with regard to Bus-Q-Shelters constructed by the Agency for BCLL along with fixtures/fittings provided therein shall vest with the BCLL except that these will be operated and maintained by the Agency during the agreement period. The Title, interest in and ownership of land remains with the land owning agency.

4. PROJECT SITE

BCLL hereby undertakes to handover to the Agency physical possession of the Project Site (Bus-Q-Shelters) free from Encumbrance together with the necessary rights of way leaves for the purpose of implementing the Project but subject to the rights of BCLL and the land owning agency. The handing over of the sites in minimum lots of 20 BQS at a time such that BQS in each lot are at contiguous locations and location of the stretch of each lot is decided by BCLL. The project shall commence within seven days from the signing of the contract date of Agreement and the handing over of sites shall be linked to agreed construction schedule.

BCLL confirms that upon the Project Site being handed over pursuant to the preceding para, the Agency shall have the right to enter upon, occupy and use the Project Site and to make at Agency’s costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this Agreement. The successful bidder shall not without prior written consent or approval of BCLL use the Project Site for any purpose other than for the purposes of the Project / the Project Facility.

5. ELIGIBILITY CRITERIA

The prospective bidders shall be considered as eligible bidder if the bidder fulfills and submits the following with the tender form.

Technical Criteria:

- a) The bidder should be an Individual firm /Company incorporated in India and operating for at least last three years.
- b) Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
- c) The tenderer / contractor shall have to furnish an undertaking that he shall comply with the BCLL & Bhopal Municipal Corporation’s outdoor policy regarding display of advertisements.

Note: Joint Venture Firms or consortium firms cannot participate in Tender.

Financial Criteria:

- a) The bidder should have minimum tangible net-worth of Rs 1.00 Crores (Rupees One Crore only) in any of the last three preceding financial years i.e. 2011-12, 2012-13 & 2013-14.
- b) The bidder should have an annual turnover of Rs 2.0 Crores (Rupees Two Crore) in any of the last three preceding financial years i.e. 2011-12, 2012-13 & 2013-14.
- c) The bidder should submit Audited Balance Sheet/certified certificates mentioning Net Worth and Turn Over.

Note: A) The Bidder fulfilling the above mentioned criteria shall be considered as Financially Capable.

B) Last three financial years shall be reckoned as F.Y. 2011-12, 2012-13 & 2013-14.

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in Annexure of this RFP Document along with all required documents.

6. CONTENTS OF BIDS:

- a) The Contents of Techno Commercial Bid (Envelope A) :

This envelope shall contain:-

- i. Firms “Techno-commercial” offer seal and signed BCLL’s tender form, terms and conditions and RFP Document.
- i. Tender Form for the work **Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”** as purchased from the Office of the MD, Bhopal City Link Limited B wing, 2nd Floor, Interstate Bus Terminus (ISBT) Ambedkar Marg, Near Chetak Bridge, Bhopal (MP) and submit duly filled & signed as per the instructions given thereon.
- ii. Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
- iii. Applicants shall be required to submit the Tender document fees (non refundable) of Rs. 50,000/- (Rupees Fifty Thousand Only) through Demand Draft in favor of **MD, Bhopal City Link Limited payable at Bhopal** at the office of BCLL.

- iv. Earnest Money Deposit (EMD) of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) through Demand Draft in favor of **MD, Bhopal City Link Limited payable at Bhopal** at the office of BCLL.
- b) The Contents of Financial Bid (Envelope B) :
This envelope should contain:
Bidders “**Financial-Bid**” in the format as per Annexure ‘C’ and only in INR

7. DISQUALIFICATION:

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- a) Submit the tender document after the date mentioned in advertisement.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- c) Submit the tender document which is not accompanied by the required documents or is non-responsive.
- d) Failed to provide any clarifications related thereto.
- e) Where the bidder has already submitted the tender document and is a member of Entity which has already submitted the tender document or vice versa.
- f) If any member of an Entity is replaced or withdraws, except without prior written permission of BCLL at any stage.
- g) The entrepreneur is not allowed to sub-lease the space to any other without the prior permission of BCLL.
- h) Violates any other condition mentioned herein before/herein after.
- i) If any such information which would have entitled BCLL to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, BCLL reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- j) Where the applicant is a Joint Venture/Partnership firm or an entity of similar nature, BCLL may disqualify the entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.
- k) Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- l) Where the bidder has been declared as defaulter or blacklisted by BMC/BCLL before the date of opening of techno commercial Bid.

8. AWARD OF CONTRACT:

BCLL shall issue a letter of acceptance (“LoA”) to the Successful Bidder. The Successful Bidder would be required to sign and return the copy of the LoA as acknowledgement within 10 (ten) days of the receipt of the LoA by the Successful Bidder. In the event the duly signed copy of the LoA by the Successful Bidder is not received within the stipulated 10 (ten) days, BCLL shall have the option to either extend such time limit for the receipt or deduct from the Bid Security of such Successful Bidder an amount which at the sole discretion of BCLL is believed to be the loss and/ or damages suffered by BCLL as a result of the delay in

providing the acknowledgement. In the event the Successful Bidder fails to acknowledge the LoA, and the next eligible bidder may be considered by BCLL.

9. SIGNING OF CONTRACT AGREEMENT:

Bidders should note that in the event of acceptance of its bid, the Successful Bidder(s) would be required to execute the “**Display of Advertisement on Railing panels in dedicated lane of BRTS Corridor**” Agreement in the form annexed hereto. It is clarified that the issuance of the LoA shall be followed by signing of the Advertisement Agreement (as aforesaid) and thereafter the Successful Bidder shall be given rights to advertise on the **Railing panels** as per the Advertisement Agreement. The signing of the Advertisement Agreement 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 BCLL in its sole discretion. In the event the Successful Bidder is unable to execute the Advertisement Agreement within the time period, BCLL will have the right to withdraw the offer immediately from the Successful Bidder and replace it with an appropriate subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited.

10. ANNULMENT OF AWARD:

Failure of the Successful Bidder to comply with the requirements set forth in this RFP and /or the provisions of the Advertisement Agreement shall constitute sufficient grounds for the annulment of the award of the bid and forfeiture of the Bid Security. In such case, BCLL will have the right to replace the Successful Bidder with the next highest bidder. Thereafter, the previously appointed Successful Bidder will have no rights.

11. PERIOD OF CONTRACT:

The period of contract for Construction of Bus-Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis by the H-1 bidder shall be for 07 Years (Seven Years) commencing from the date of signing of Agreement during which the Agency is authorized to implement, operate and maintain the Project. However, period of contract may be extendable up to 03 more years with the prior approval of BCLL on mutual terms and conditions. BCLL will issue the Letter of Acceptance (LOA) to successful bidder. The time period for construction of all BQS shall be 09 months & extension of time may be given to the contractor in view of valid reasons. Extension for the construction period of the project may be given by the BCLL for reasons beyond the control of BCLL. The reason for granting the Extension for the construction period shall be Delay in the handing over of the site to the agency and Delay in the start of the work due to the impediment of the underground/overhead utility shifting, however all utility shifting will be the responsibility of the bidder and no payment will be given for the utility shifting. Further, in view of the ensuing any important event of national or state pride in which government publicity is sought/ desired or required, the BCLL may withdraw the advertising rights temporarily for a period to be specified at the appropriate time with a notice of 05 days for displaying the related advertisement and in such situation the contract period of 07 years shall be deemed to have been completed only after adding the period of such temporarily withdrawal as stated above. The proportionate license Fees for BQS used by BCLL for advertisement on that period shall be waived off by BCLL.

12. EARNEST MONEY DEPOSIT (EMD):

The tenderers are required to submit Earnest Money Deposit (EMD) of Rs. 20 Lakhs (Twenty lakhs only) by means Demand Draft only in favor of **MD, Bhopal City Link Limited payable at Bhopal** at the office of BCLL. (No other mode of payment shall be accepted). Tenders not accompanied by earnest money are liable for summary rejection. The EMD of successful bidder shall be treated as Construction Performance Security and the same shall be released only after the successful completion of the construction work of all Bus–Q-Shelters (BQS’s) and submission of Performance Security for Operations and Maintenance Period in the form of the Bank Guarantee of Rs. 50,00,000 (Fifty Lakhs Only). The EMD of unsuccessful tenderer(s) shall be refunded only after award of contract to the successful bidder. No interest will be paid on the EMD / Security deposit. The BCLL reserves its right to make recovery of claims, if any, from the EMD deposited against this tender.

Earnest money shall be liable to be forfeited by the MD, Bhopal City Link Limited or any other official authorized by the MD, Bhopal City Link Limited on ground if the quotations are withdrawn by the tenderer(s) before opening the tender or within 60 days of the opening of the tender.

13. OFFER VALIDITY

The tenderer (s) will keep their quotations/offer valid for a period of 180 days from the date of opening of the Techno–Commercial Bid.

14. CONSTRUCTION AND OPERATIONS & MAINTENANCE PERFORMANCE SECURITY

- a) It is mentioned that the EMD of successful bidder shall be treated as Construction Performance Security and same shall be released only after the successful completion of the construction work of all Bus–Q-Shelters (BQS’s) and submission of Performance Security for Operations and Maintenance Period in the form of the Bank Guarantee of Rs. 50,00,000 (Fifty Lakhs Only).
- b) The Agency shall for due and punctual performance of obligations during the Operations and Maintenance Period deliver to BMC, a bank guarantee from a Scheduled Commercial Bank (licensed by RBI) pledged in favour of the MD, Bhopal City Link Limited for a sum of Rs. 50,00,000 (Fifty Lakhs Only) as the Performance Security for Operation and Maintenance. The performance security shall be submitted on or before issue of any provisional certificate for completion of construction of all the Bus-Q-Shelters. The Agency shall not be permitted to display advertisements in case such Performance Security for Operation and Maintenance is not submitted. After the Contract period, the Performance Security for O & M period shall be returned to the Concessionaire 90 days after handing over of the BQS to BMC. The performance Security shall be returned after deducting the claims if any. No interest will be payable to the tenderer on the Security Deposit deposited with the BCLL.
- c) The Operation Performance Guarantee will remain freeze during the entire contract period of 07 years or up to the period of extended contract. If successful bidder fails to submit the

license fees quoted by him on this tender, the amount will be adjusted from Performance Guarantee. All the compensation/ claim or other dues/liabilities payable by the Successful bidder/Agency under the terms or by virtue of this contract/or any other contracts shall be deducted by the BCLL from the Performance Guarantee or from any other sum which may be due or may become due to the contractor/advertiser from the BCLL on any account whatsoever and same amount will be deposited by successful bidder to BCLL within 10 Days. BCLL shall impose the penalty for the delayed payments.

- d) The amount of Performance Guarantee as Security deposit shall be forfeited if the agency abandons or fails to perform the contract at any time during the contract period of Seven years. Further, if it is observed at any time during the period of contract that the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.
- e) The amount of the performance guarantee as security deposit shall be forfeited if the agency/Contractor fails to perform the contract at anytime and in such other events as are elsewhere provided in the contract.

15. PAYMENT OF LICENSE FEE

- a) The agency has to pay the quarterly license fees per BQS per month in advance. In addition to advance quarterly license fee, the agency should also deposit the applicable Service tax along with license fees. The payment should be made in the form of DD in favor of MD, Bhopal City Link Limited payable at Bhopal.
- b) **Moratorium Period:** The license fee for the Display of advertisement rights shall be charged after the completion of Moratorium Period and Moratorium Period will be Nine months from the award of work. BCLL shall check the construction work of all BQS before handing over and in case the work is not completed in totality up to the satisfaction of BCLL then Display of Advertisement rights shall not be given to the agency, but license fees shall be charged after the completion of Moratorium Period ie. Nine months from the award of work. BCLL will not charge the agency the license Fee for the first Nine months from the date of work order. However, meanwhile the agency shall start advertising on bus stops and generate the revenue from them.
- c) **The Advance quarterly** license fee payment should be deposited at BCLL’s office positively by 07th of each quarter/month. Failing which, the penalty at the rate of 24 % per annum shall be imposed on the delayed payment and delayed days subject to maximum one month by the MD BCLL or any officer authorized by him. For the purpose of calculation of the late fee, year will be taken as 365 days.
- d) In case the payment of quarterly license fee along with penalty @ 24% as stated above is not received continuously for 4 months then MD, BCLL shall be at liberty to terminate the contract without giving Notice and the amount equivalent to remaining 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.
- e) License Fees per BQS shall be enhanced @ 5% (of the quoted license fee by the bidder per month) in the IInd year onwards up to 07 years or up to the extended Term of the quoted license fee on compounding basis.

- f) Successful bidder/Agency will have to deposit the whole amount in the first instance without making any deduction on his own. In case of any problem the contractor shall make a request to the MD or Authorized person managing the contract latest by 20th of every month and MD or Authorized person shall get the same verified/surveyed /checked by 25th in the presence of contractor or his representative. If no request is received from the contractor to the concerned person within the stipulated period i.e. up to 20th day of every calendar month, the request will not be considered at a later stage. In case of any problem observed during joint survey, the rebate to the extent shall be given in the subsequent quarter as decided by competent authority.
- g) Penalty/late fee on the outstanding license fee is to be charged @ 24% only for the days, the payment deposited/received late instead of entire month.

16. MAINTENANCE OF ALL BQS’s DURING CONTRACT PERIOD

- a) **Minimum Maintenance to be ensured by the Successful Bidder:** The Successful Bidder shall be fully responsible for the Maintenance and upkeep of the all BQS’s from the date of handing over of advertisement rights.
 - i. The BQS and advertisement panels to be kept clean from dust, stains etc, at all times. It is to be ensured that Wet Cleaning of Advertisement panels and BQS by every week and Polishing of BQS and advertisement panels Structure by every month & posters etc. are not posted on any of the panels and on structural part of BQS’s.
 - ii. All the BQS seats and surrounding areas are to be kept cleaned at all times. The litter bins should not be overflowing and disposal of garbage to be arranged to as required.
 - iii. Broken floor tiles are to be replaced within 5 days & it is advised that the Concessionaire maintains a minimum inventory of similar tiles at his store.
 - iv. Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time. No leakage from roof to be permitted.
 - v. The lighting arrangement at the BQS and Advertisement panel should be functional at all times. Electrical safety is to be ensured for users .
 - vi. All structural members of advertisement panels, structural part of BQS’s are to be inspected and maintained in good condition as per the Maintain manual.
 - vii. Security of all BQS and Advertisement panel is the responsibility of Agency including the lighting arrangement.
 - viii. Proper fire extinguisher arrangement is to be made at all BQS’s.
 - ix. All BQS’s should display Bus Stop name, Route Map and updated Fair Charts.
 - x. Minimum plantation & greenery shall be maintained in the periphery and surrounding areas of all BQS at the location where it is possible.

b) Maintain Check procedure

Within 30 days from the date of handing over of Bus Stops, BCLL shall be taking feedback about the standard/quality of the Maintain/upkeep of all the Bus Stops and Advertisement panels installed by the Agency during contract period.

17. TAXES

The advertisement Tax or any other Tax/Taxes/levy payable to any authority under law for the period of currency of the contract will have to be borne by the Agency and a monthly certificate

of having paid the taxes to the Government agencies concerned will be furnished by the contractor, along with details of the payments made. However, Service Tax would be paid by the contractor to BCLL on quarterly bills of license fee /as per the applicable rate notified by the Government from time to time.

18. ROLES & RESPONSIBILITIES

(A) Agency:

The Agency’s role, responsibilities and obligations relating to the Project are provided herein below:

- a) The Agency shall undertake the work **Engagement of Agency for “Construction of Bus-Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”**, for the purposes of advertisement on Bus-Q-Shelters(BQS’s) as per indicative list attached in Annexure A and adhere to requirements for the implementation of the Project as provided in this Agreement.
- b) The Agency shall get the advertisement rights of the Bus-Q-Shelters (BQS’s), for the purposes of advertisement on BQS’s as per indicative list attached after the completion of the Construction of all BQS’s in totality.
- c) The Agency agrees and confirms to cooperate with the third party contractors appointed by BCLL for the purposes of establishing or operating any equipment, instruments or systems on the Bus-Q-Shelters such as Passengers Information and Announcement System, Automatic Ticket Vending Machines (ATVM), Bus Validators, Tripods, CCTV cameras, LEDs etc on all or selected BQS’s or any other Project Facilities related for sustainable public transport. Electricity charges of such extra equipments, instruments will be the responsibility of the successful bidders.
- d) The Agency shall not tamper or interfere with any equipment, instrument or system including the project facilities or any other IT and Bus monitoring devices provided on the BQS’s and the Project Facilities to enable provision of safer Bus Services to the Passengers.
- e) The Agency undertakes to comply with Applicable Laws in relation to the implementation of the Project and rendering of Bus Service, at all times during the Term of the Advertisement Agreement.
- f) The Agency shall ensure that all Taxes and Duties are paid in a timely manner and there are no arrears with regard to the Project.
- g) The Agency shall establish a local office separately for the project in Bhopal and appoint one or more officers of suitable seniority in rank and tenure for the project to act as a Nodal officer & point of contact for BCLL 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 communicated in writing by the Agency to BCLL within 15 (fifteen) working days from the Appointed Date.
- h) The Agency shall provide full assistance and cooperation at its own cost to BCLL to get all the necessary Applicable Clearances during the Term of this Agreement or any even after the Termination or expiration of the Term of this Agreement. Additionally:
 - i. 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 **”BCLL’s Bus-Q-Shelter”**

- or by such other name, as from time to time may be determined by BCLL in its sole discretion (hereinafter referred to as the “Brand”) and the Agency shall ensure that the **Bus-Q-Shelters** always use and display the Brand in the manner prescribed by BCLL;
- ii. 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 make or 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 BCLL 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;
 - iii. nothing in this project 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 colorable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of BCLL. 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 advertising on the buses 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 BCLL’s prior written consent, will be an infringement and/or passing off of BCLL’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; and
 - iv. The Agency shall be responsible for the advertising, promotion and marketing of the Project including publicity material, poster, brochure, leaflet, press release, hoarding and any other promotional material. The Agency shall also be solely responsible for all cost, monetary or other, related to any advertisement, publicity material, poster, brochure, leaflet, press release and stationery item, including production, designing and releasing costs. All advertising and promotion and any other marketing activity conducted by the Agency in any manner or medium shall conform to such standards and requirements as are specified and approved in writing in advance by BCLL.
 - v. The Agency undertakes to provide at its own cost any and all equipment, consumable, machine or material that is required for providing advertisement on BQS.
 - vi. The Agency shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
 - vii. The Agency shall provide a summary of all the complaints and the written responses received on a monthly basis to BCLL. BCLL 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, BCLL shall direct the Agency to take a suitable action.
 - viii. If any utility shifting is required for the maintenance or of BQS then the same shall be the responsibility of the successful bidder/agency.
 - ix. BCLL’s logo, Bus Stop Name, Route map and Fare chart shall always displayed on all BQS

in the format and place approved by BCLL irrespective of Advertisement placed on Bus Stop or not. Sufficient light arrangement shall be mandatory at Bus Stops. Provision of Dustbins is mandatory at all BQS’s.

- x. Sufficient greenery shall be provided by the Agency (on availability of space at BQS)
- xi. Bus Box marking in front of all Bus Stops shall be provided by the agency as per the specifications provided by the BCLL.

(B) BCLL:

BCLL agrees to observe, comply and perform the following:

- a) BCLL shall demarcate, provide & handover the space for the **Engagement of Agency for “Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”** for the implementation of the Project and give the rights of advertisement to the Agency as per this Agreement;
- b) **BCLL shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Agency within BCLL’s organization** and who would assist in implementation of Project and for enabling the resolution of any issues that may arise in implementation of Project;
- c) BCLL shall conduct regular inspections at any time during the Term of the Agreement for the project.

19. SPECIFICATIONS:

(A) Bus Stops

- a) BQS shall be fully protected from rains.
- b) BCLL’s logo, Bus Stop Name, Route map and Fare chart shall always displayed on all BQS in the format and place approved by BCLL irrespective of Advertisement placed on Bus Stop or not.
- c) Sufficient light arrangement shall be mandatory at Bus Stops.
- d) Provision of Dustbins is mandatory at all BQS’s.
- e) Sufficient greenery shall be provided by the Agency (on availability of space at BQS)
- f) Bus Box marking in front of all Bus Stops shall be provided.
- g) If any utility shifting is required for the construction or of BQS then the same shall be the responsibility of the successful bidder/agency.
- h) Removal or demolished of Old Bus Stops where ever required and the all the material of the old demolished/dismantled bus stop shall be deposited to the BCLL office/stop.
- i) Whenever bus stop is damaged due to any reason what so ever, the same shall be repaired within 5 working days.
- j) Along with Technical Bid Bidders shall submit the Structural design, plan, elevation, 3-D view and cost estimate incorporating in Concept Design of Bus Stop as per **Annexure G.**

(B) ADVERTISEMENT:

All BQS’s offered having following display area/sizes:

The advertisements are to be displayed only on the given specified areas. However, approx. 250 Sq. Ft. (Two hundred & Fifty Sq.ft.) will be the maximum Display Space/Area for BQS’s for display of an advertisement by the bidder on the frontage roof top of the BQS as shown in the photographs/ locations mentioned in Annexure-"A". The agency shall be allowed to display the advertisement in the back of the chairs/seating arrangement inside the BQS for the maximum Display Space/Area of 120 sq.ft. (One hundred & twenty sq.ft.) and maximum Display Space/Area of 80 sq.ft. (Eighty sq.ft.) in both sides of BQS inside & outside on the support pillars of superstructure as approved by the BCLL. The description of the same is given as under:

- a) Advertisement shall only be placed in accordance with approved design submitted by agency approved by BCLL.
- b) The total aggregate advertisement area / space at any point of time shall not be more than 450 Sq Ft. (Four hundred & fifty Sq.Ft.) but the Contractor may display the advertisement on any other or more than the specified area on the BQS’s only with the prior permission of the BCLL and as per extra premium as decided by BCLL.
- c) The advertisement panel shall not dominate the frontage of the BQS’s.
- d) The façade/elevation of the BQS’s shall be clearly visible and the advertisement hoarding should not obstruct the view of the BQS’s elevation/ facade.
- e) The Contractor shall not display or exhibit any picture, poster, statue or other articles in any part of the premises that are repugnant to the general standards of morality. The Contractor expressly agrees that the decision of the BCLL in this regard shall be conclusive and binding on the Contractor.

The prospective bidder is required to inspect/visit the Existing BQS site location and then quote rates. Under any circumstances, no grievance regarding available space for advertisement etc. shall be entertained. The said penalty shall be without prejudice to BCLL’s right to take any other action and/or any penalty imposed by BCLL.

20. OVERSIZED ADVERTISEMENT:

Any oversized advertisement will be levied a fee equal to 50% of the quarterly license fee for all **BQS’s** carrying oversize advertisement. This fee will be without prejudice to and in addition to any penalty imposed by BCLL 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.

21. OBJECTIONABLE ADVERTISEMENT

- a) 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.
- b) List of negative advertisements (As contained in the Outdoor Advertising Policy of govt. of India/ MP and BMC/BCLL): Nudity
- c) Racial advertisements or advertisements propagating caste, community or ethnic differences directly or indirectly:
 - i. Advertisement of drugs, alcohol, cigarette or tobacco items.
 - ii. Advertisements propagating exploitation of women or child.

- iii. Advertisement having sexual overtone.
- iv. Advertisement depicting cruelty to animals.
- v. Advertisement depicting any Nation or Institution in poor light.
- vi. Advertisement casting as person of any brand or person
- vii. Advertisement banned by the Advertisement Council of India or by law
Advertisement glorifying violence.
- viii. Destructive devices and explosives depicting items.
- ix. Lottery tickets, sweepstakes entries and slot machines related advertisements. Any
psychedelic, laser or moving displays.
- x. Advertisement of Weapons and related items (such as firearms, firearm parts and
- xi. Magazines, ammunition etc.
- xii. 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".
- xiii. Within the meaning of the Indecent Representation of Women (Prohibition) Act,
1986
- xiv. 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 Indian Penal Code,
1860; or
- xv. Any other items considered inappropriate by the Committee.
- xvi. During the period of contract, if on any grounds any advertisement(s) is/are objected
to by any competent authority then the MD, Bhopal City Link Limited or his
authorized representative shall have the right to remove such advertisement(s) at the
cost of contractor and the BCLL 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.

22. ELECTRICITY CONNECTION

- a) BCLL will hand over the constructed **BQS’s** as per tender to the successful bidder. It will be the responsibility of the contractor to make arrangement for Electricity connection to advertisement boards as per rules and law or instructions issued by Union Govt. or M.P. Govt. or BCLL or any authority in this regard. The Agency will have to bear all the Maintenance cost of BQS’s and Advertisement panel including Electricity Bill etc. during entire contract period. During the currency of contract, Electricity consumption Bill of **BQS’s** for lighting of Add panel shall be borne by the Agency. Further, any theft, mishandling of Electricity meter/fitting during the currency of the contract shall also bear the cost of the same. Further, it will be the responsibility of the Contractor to hand over the entire Advertisement panel to BCLL 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.

- b) No Advertiser/Tenderer will be allowed to use D.G. Sets for any purpose on the **BQS’s**. In case any D.G. Sets is found operating on **BQS’s** directly or indirectly, the same will be seized by the BCLL & the MD of BCLL or his authorized 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.

23. COMPLIANCE TO RULES, REGULATIONS, INSTRUCTIONS AND STATUTORY PROVISIONS:

It will be the responsibility of the contractor to ensure that all instructions/provisions issued time to time by BCLL, M.P Govt, Electricity Company, PWD or any other agency of the Union Govt. or M.P. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated as a violation of the terms and conditions of contract and action will be taken against the contractor as per provision of the contract.

24. RESPONSIBILITY FOR PUBLIC LIABILITY AND AGAINST ALL CLAIMS, ACT LOSSES ETC.

The contractor shall indemnify the Bhopal City Link Limited against all claims, actions, demands, losses, charges, and cost of expenses which the BCLL has to incur or which may occur on account of infringement of any of these conditions by the contractor or on any other account whatsoever. The Contractor shall obtain a public liability policy of insurance in respect of BQS’s allotted to him.

25. AUTHORITY TO RECOVER THE COST IN CASE OF ANY DEFAULT

If the Agency shall neglect or fail to do anything which he is required to do under the Provisions of the contract, the MD BCLL or any other authorized Person may serve a notice on the contractor asking him to do the things agreed upon as Aforesaid and on their neglect or failure to do as directed, cause the same to be done and recover the cost thereof from the contractor/tenderer(s) without prejudice to any other rights, the BCLL may have on account of such default.

26. ACCOUNT OF ADVERTISEMENT DISPLAYED

The contractor shall maintain proper account of advertisement displayed by him in respect of each advertisement board displayed on the BQS’s and produce the same on demand before the MD BCLL or any other officer authorized by him.

27. TERMINATION OF CONTRACT ON BREACH

- a) In case of breach by the contractor of any terms and conditions of the tender or that of agreement, the MD BCLL or his authorized representative shall have absolute right to terminate the contract without notice to the contractor and cause the advertisements removed at the risk and cost of the contractor and forfeit the license fee for unexpired period and the security deposit. The BCLL reserves its right to forfeit security deposit even before termination of the contract on breach.

- b) It is further agreed that the contractor / bidder shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the BCLL shall give notice calling upon the contractor/ bidder to rectify/remedy the breach, to satisfy the BCLL about there being no breach and satisfy the BCLL within a period of 30 days from the date of notice otherwise the BCLL shall be entitled to terminate the agreement without giving any further notice and in that event the BCLL shall be entitled to recover all its dues which can be adjusted from the dues of contractor/ bidder if any found due to him. However, the contractor shall continue to pay the quarterly license fee without any default till the date of termination of contract or for all advertisement removed from BQS’s.
- c) It is further agreed that the Contractor/ bidder has to handover the BQS’s and Advertisement panel in good and working condition including Electricity Connection. Electric Fittings and dustbins. In case of any damage/loss/ mishandling observed, expenditure occurred there upon to make it in good condition will be deducted from the Security Deposit.

28. SHIFTING / REMOVAL / DEMOLITION OF BUS-Q-SHELTERS

The MD BCLL or his authorized representative shall have the right to have the shelters demolished, discontinued, shifted or removed at any time during the period of contract without any prior notice to the contractor for any reason whatsoever. In the event of such removal or shifting, the contractor may be permitted at the discretion of MD BCLL to display the advertisement on the alternative shelters if constructed / allotted and if available. The locations may be changed / relocated for the reasons beyond the control of BCLL. The Bidders must themselves verify sites and other details as needed for bidding. The Contractor shall re-commission the Bus-Q-Shelters / Project Facility or the affected part thereof on receiving the instructions from BCLL in this regard. In such a case the cost of relocation of any / all the Bus-Q-Shelters shall be borne by the concessionaire as per the instructions from BCLL and the BQS’s shall be relocated & recommissioned within 15 days.

29. REMOVAL OF ADVERTISEMENT BOARDS ON EXPIRY OF CONTRACT BY THE CONTRACTOR

It will be the responsibility of the successful bidder to remove all advertising boards on or before the date of expiry of the contract. If any advertisement board will be found displayed on the **BQS’s** after expiry of the contract, the tenderer will have to pay compensation of double the rate of license fee per day per advertisement up to the date the advertisement are actually removed. On failure on the part of the contractor in removing the advertisement as mentioned above, the MD BCLL or his authorized representative shall have the right and power to remove such advertisement at the risk & cost of contractor without any notice. The compensation mentioned above will be over and above the license fee or late fee if any. The contractor shall be liable for any damage to the **BQS’s** in any manner whatsoever during the period of the contract or its expiry whether occasioned by installation or removal of the advertisement boards or otherwise. Any amount on this ground may be adjusted from the security deposit and/or any payment due to contractor.

30. TRANSFER OF RIGHTS.

The successful bidder shall not assign or transfer the rights hereby granted to him to any person or persons, firm or company whosoever or whatsoever in any manner including by way of subcontract, agency or in any other manner without intimating in writing to MD BCLL.

31. ACCEPTANCE/REJECTION OF TENDER.

BCLL reserves the right to accept or reject any tender without assigning any reason.

32. JURISDICTION OF COURT.

The courts located in BHOPAL (M.P) only shall have Jurisdiction to try and decide the matter / dispute between the parties.

33. WRITTEN AGREEMENT

The successful tenderer will have to enter into an agreement with the BCLL for the proper fulfillment of the contract on lines similar to terms of the tender or as modified or added by MD BCLL. Such tenderer shall have to furnish two non-judicial stamp paper each of requisite amount within ten days from the date of issue of offer letter. An agreement shall be executed only on furnishing of DD of Performance Security as per clause of performance security. All documents submit by successful bidder will be the part of Agreement.

34. SUBMISSION OF STATEMENT

The successful bidder will monthly submit the Advertisement status in listed form of areas / BQS where advertisement are displayed along with details of advertisement panel on which he displays advertisements to the MD, BCLL or any other official authorized by the MD, BCLL or as and when desired by the MD, BCLL.

35. COUNTER OFFER

No counter request/offer will be acceptable to the BCLL once the tender process is initiated.

36. DISPUTE SETTLEMENT MECHANISM.

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the “**Construction of Bus-Q-Shelters (BQS’s) on Built, Own, Operate, Maintain and Transfer basis**”, or the rights, duties or liabilities of any Party under the Bus-Q-Shelters (BQS’s) Agreement, whether before or after the termination of the Bus-Q-Shelters (BQS’s) Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by MD BCLL and two members of the board. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to

redress it in the front of the Commissioner, Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the contractor of its liability to continue make the payment of the license fee as stipulated in the Agreement.

DECLARATION

I/WE declare that I/WE have read the above terms and conditions for advertisement rights on Bus-Q-Shelters and the rates quoted by me/us to which I/WE have subscribed my/our signatures. I/WE undertake to abide by the said terms and conditions and the rate quoted by me/us. I/We am/are major on the date of making this declaration.

Signature of the Tenderer

Name: _____

Address: _____

Dated: _____

Witness:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

ANNEXURE-‘A’

S.No.	Bus Stops Names	Quantity
1	10.5 No. Stop	1
2	11 Mile	2
3	1100 Quarter (Bans Khedi)	2
4	1100 Quarter (Near Hanman Mandir)	1
5	5 No. Stop	1
6	7 No. Stop	1
7	9B Shopping Complex	2
8	A.I.I.M.S.	1
9	Alkapuri	2
10	Anna Nagar	1
11	Arif Nagar	1
12	Asharam Tiraha	1
13	Awadhपुरी	1
14	Baans Khedi	2
15	Bangrasiya Square	2
16	BDAMarket	1
17	Bhaisa Khedi	2
18	Bharat Mata Square	2
19	Bharat Talkiz	1
20	Bhopal Talkiz	1
21	Bijli Colony (Govindpura)	1
22	Birla Mandir	1
23	Bittan Market	1
24	BJP Bhawan	1
25	BMHRC	1
26	Bogda Pul	1
27	Budha Mandir (Chuna Bhatti)	1
28	Campion School	1
29	Carrier Collage	1
30	Chichli Bairagarh	1
31	Chinar Wood Land	1
32	Coach Factory	1
33	D.K.Honey Kunj (Kolar Road)	1
34	Daata Colony (Airport Road)	2
35	Dani School, (Kolar Road)	1
36	Dharam Kanta, Karond	2
37	DIG Bunglow	2
38	Fine Avenue (Kolar Road)	1
39	Gandhi Nagar	2
40	Gautam Nagar	1
41	Gehu Kheda	1
42	GRP Thana (Platform No 1)	1

43	Habibganj Naka	2
44	Habibganj Station	1
45	Habibganj Thana	1
46	Indus Town (Hoshangabad Town)	2
47	Industrial Area	1
48	International Public School	2
49	ISBT	1
50	Ishwar Nagar	1
51	ITI Govindpura	1
52	Jain Mandir (Bus Stop No 2)	1
53	Jinsi Tiraha	1
54	JK Road Tiraha	2
55	Jubli Gate	2
56	Kalpana Nagar	1
57	Kanha Fun City	2
58	Karod Chouraha	1
59	Kolar Thiraha	2
60	Kotra Sultanabad	1
61	Krishi Upaj Mandi	2
62	Lalghati	2
63	M. Gandhi Chouraha	1
64	Manisha Market	1
65	MANIT Square	1
66	Mata Mandir Square	2
67	Mount Carmel School	1
68	MP Nagar-I	1
69	Mrinal Residency	2
70	Narela Shankari	2
71	Narmada Bhavan	1
72	Navin H.School (1
73	Nayapura	1
74	Nehar Puliya	1
75	Nehru Nagar Square	1
76	New Ashoka	1
77	New Jail	2
78	New Vidhan Sabha	1
79	Nutan College	2
80	Old Vidhan Sabha	1
81	Oriental College	1
82	P&T Chourha	2
83	P.C.R.	1
84	Panchawati	2
85	Panchseel Nagar	2
86	Paryawas Bhawan	1
87	Patel Nagar	1

88	Patrakar Colony	1
89	People's College - 1	1
90	People's Mall	1
91	Piplani Pump	2
92	Prabhat Petrol Pump	2
93	Prakash Nagar	2
94	Press Complex	1
95	Rajiv Nagar	2
96	Ratnagiri Sector - B	1
97	Roshanpura Square	1
98	Sagar Avenue	2
99	Sahara Bye Pass	2
100	SAI Board Square	1
101	Sarwdharam C- Sector	1
102	Savoy Complex	1
103	Shahpura S.B.I. (Regional Science Museum)	1
104	Shaitan Singh Market	2
105	Siddhartha Lake City	2
106	Subhash Fathak (Maida Mill Road)	2
107	Subhash Fathak (Subhash Nagar)	2
108	Subhash School	1
109	Suyesh Hospital (Chuna Bhatti)	1
110	TRUBA College	1
111	Vallabh Bhawan	1
112	Vijay Market	1

Note: The list is indicative locations only and is subject to correction for any factual or other errors. Further, locations may be changed for the reasons beyond the control of BCLL. The Bidders must themselves verify sites and other details as needed for bidding. It will not be compulsion on BCLL to hand over clear site for all the proposed BQS as mentioned above the agency shall complete the construction work of BQS on the sites handed over by BCLL. In addition to above BQS locations, BCLL may direct the Agency for Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis on additional locations as may be specified by BCLL in future on same terms and conditions, if the need arises looking to the requirement of commuters and deviations in bus routes.

ANNEXURE- ‘B’

GENERAL INFORMATION

All Individual firms applying for the Bid are requested to complete the information in this form. Information to be provided for all owners or application that are partnership or individually owned firms.

1	Name of firm	
2	Head office address	
3	Contact No:	
4	Mobile No:	
5	Fax No:	
6	Email id:	
7	Place of incorporation	
8	Year of incorporation	
9	Registration Number	

STRUCTURE AND ORGANIZATION

- The applicant is:** _____
 - an individual
 - a proprietor firm
 - a firm partnership
 - Limited Company or Corporation.
- Attach the organization Chart showing the structure of the Organization, including the Names of the Directors and Position of offers.
- Average Annual Turn Over**

Year	Annual Turn Over in Rs. As per Balance Sheet or Income tax Clearance Returns
2011-2012	Rs.
2012-2013	Rs.
2013-2014	Rs.
Total	

Average Annual turnover in the last three preceding financial years; ie.2011-12, 2012-13 and 2013-14 is Rs_____ (in words) _____

NOTE: The above data is to be supported by audited balance sheets / ITR's.

4. Personnel Capabilities

S.No.	Name & Address of Employee	Qualifications	Post held	Date of Employment
1.				
2.				
3.				
4.				
5.				

5. Financial Capabilities:

S.No	Details	2011-12	2012-13	2013-14
1	Total assets			
2	Current assets			
3	Total Liabilities			
4	Current Liabilities			
5	Profit before Tax			
6	Profit after Tax			
7	Net worth			
8	Liquid Assets			

ANNEXURE-‘C’

BHOPAL CITY LINK LIMITED		
PART-II (FINANCIAL BID)		
Firm’s Name:		
Tender Description: Engagement of Agency for Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis.		
Description	License Fee Per BQS Per Month Excluding Service Tax (Amount Should Be In Figure As Well As In Words)	Presently Applicable Service Tax
(A)	(B)	(C)
Engagement of Agency for Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis.		

- Service Taxes to be paid in addition as per actual applicable from time to time.
- License Fee per BQS per Month for the Base year excluding Service Tax to be quoted in the financial bid. (Amount Should Be In Figure As Well As In Words)
- License Fees Per BQS shall be enhanced @ 5% (of the quoted license fee by the bidder per month) in the IInd year onwards up to 7 years or up to the extended Term of the quoted license fee on compounding basis.

SIGNATURE OF THE TENDERER(S)

With Seal

Name: _____

Full Address: _____

ANNEXURE -‘D’

Monthly Electrical Maintenance Schedule of BQS’s

S.No	Description of Work	Checking Schedule
1	Checking condition of MCB	1 month
2	Checking of earthing pits physically	1 month
3	Serviceability of Electric meter	1 month
4	Checking of proper connectivity of cables from meter to all electrical points	1 month
5	Checking of Add panel structure	1 month
6	Checking of Add panel Sheet	1 month

ANNEXURE –‘E’

Monthly Cleaning Schedule of Bus – Q-Shelter

S.No.	Description of job	Mode of cleaning	Method adopted for Cleaning
1	Full Cleaning of Bus-Q-Shelter	By hand and chemicals	Mobile van / Manual
2	Overall polishing of structure (if required)	Broom Mopping polishing cleaning and dusting	Mobile van / Manual
3	Kerb stone cleaning	By hand.	Mobile van / Manual
4	Checking of nuts and bolts of bus shelters	-	Physical check

ANNEXURE –‘F’

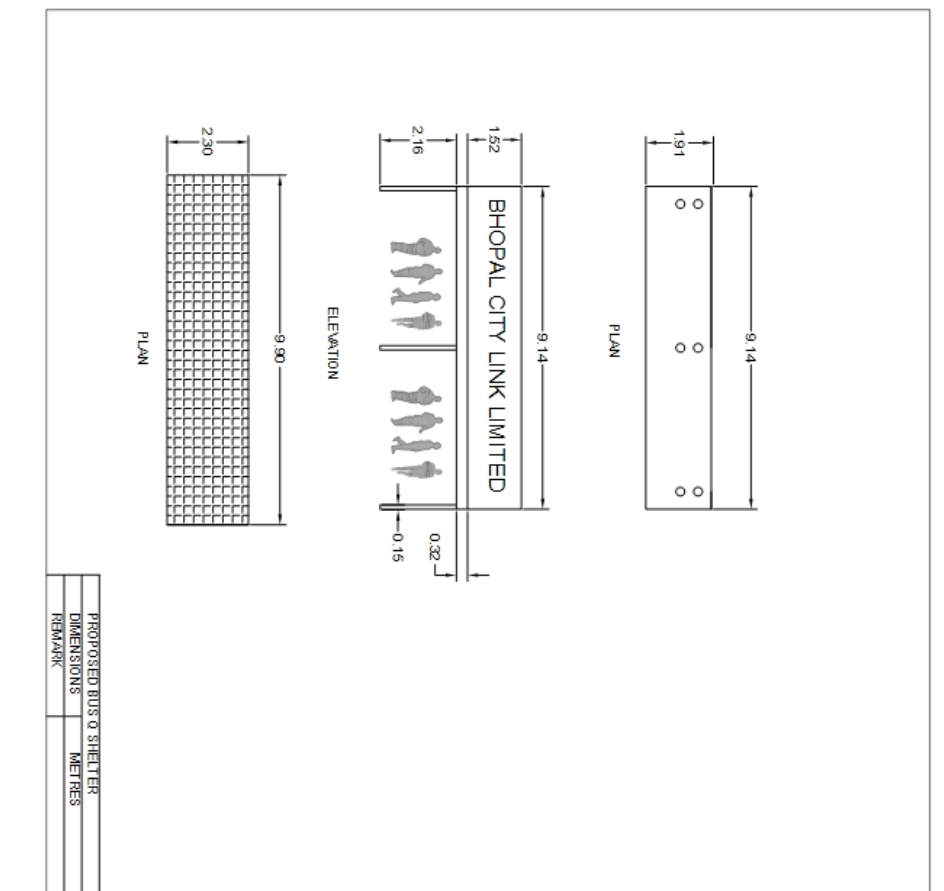
Penalties

S. No.	Description	Fine in Rs. per violation per BQS per day
	BQS related defaults / deficiencies	
a)	Discoloration, alteration of the BQS color scheme, logo, peeling off of paint	100
b)	Damage to name of BQS & Logo of BCLL due to Advertisement or any other reason	100
c)	Display of prohibited advertisement	300
d)	Non adherence to Clause-13,15 &16	200
e)	Non adherence to Clause-18	500

- The above penalty shall increase @ 30 percent from each day of default from the next day on compounding basis.

ANNEXURE –‘G’

Concept Design of Bus Q Shelter





- The Agency shall submit the Details Structural Drawing and Design to BCLL as per the concept plan and the same shall be got approved by BCLL.

ANNEXURE –“H”

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

THIS AGREEMENT made on _____ day of _____ (Month/year) between Bhopal City Link Limited, THROUGH the Additional CEO, between Bhopal City Link Ltd., “B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.) (hereinafter called “the Employer”) of the one part and _____ (name and address of the Agency) (hereinafter called “the Agency”) of the other part. WHEREAS the Employer is desirous that work of **“Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”** should be executed by the Agency viz. **Contract No.** _____ (hereinafter called “the Works”, and has accepted a Bid by the Agency for the execution of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance
 - b) Notice Inviting Tender
 - c) RFP & amendments, if any
 - d) Financial Bid
3. In consideration of the payments to be made by the Agency to the Employer as hereinafter mentioned, the Agency hereby covenants with the Employer to execute the work for **“Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis”** in Bhopal and construct the Bus–Q-Shelters in conformity in all respects with the provisions of the Contract and maintain all Bus–Q-Shelters as per the conditions laid down in the RFP for the entire contract period.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)	(Name, Designation and address of the authorised signatory)
Signed for and on behalf of the Agency in the presence of:	Signed for and on behalf of the BCLL/BMC in the presence of:
Witness:	Witness:
1.	1.
2.	2.

Name and address of the witnesses to be indicated.

ANNEXURE –“I”

**FORMAT OF BANK GUARANTEE
(FOR DISPLAY OF ADVERTISEMENT & MINOR MAINTENANCE)
(To be issued by a Scheduled Commercial Bank (Licensed by RBI) in India)**

THIS DEED OF GUARANTEE executed on this the day of 2015 atby -----(Name of the Bank) having its Head/Registered office at -----and a Branch Office athereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

MD, BCLL in his executive capacity for BCLL, represented by the Bhopal City Link Limited, having its Head Office at ----Bhopal-----, hereinafter called “BCLL” (which expression shall include its successors and assigns);

WHEREAS

- A. By the Concession Agreement dated entered into between BCLL and M/s. ----- Limited, a company incorporated under the Companies Act, 1956 having its registered office at - hereinafter called “the Company”, (“the Concession Agreement ”) the Company has been granted the Concession to implement the project for the work of **“Construction of Bus–Q-Shelters (BQS’s) on Built, Own, Operate, Maintain & Transfer basis” in Bhopal** as given in the Annexure-“A” of the RFP.
- B. In terms of Article 11 - PERFORMANCE SECURITY DEPOSIT , the Company is required to furnish to BCLL, an unconditional and irrevocable bank guarantee for an amount of Rs._____ (Rupees_____only) as security for due and punctual performance/discharge of its obligation under the Contract Agreement during the contract Period. ‘Contract Period’ for the purpose of this Guarantee shall mean the period fromto
- C. At the request of the Company, the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the ‘Contract Period’.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Contract Agreement during the ‘Contract Period’.
3. The Guarantor shall, without demur, pay to BCLL sums not exceeding in aggregate Rs._____ (Rupees_____only) within five (5) days of receipt of a written demand thereof from BCLL stating that the Company has failed to meet its performance obligations under the Concession Agreement during the ‘Contract Period’*. The Guarantor shall not go into the veracity of any demand made by BCLL and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/Concessionaire or any other Person.
4. In order to give effect to this Guarantee BCLL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by BCLL or any indulgence shown by BCLL to the Company and the

Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BCLL or any indulgence shown by BCLL, provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Company of all its obligations under the Concession Agreement during the Operations Period and by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.
7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED by -----Bank by the hand of Shri -----
----- itsat its Head Office / Branch Office and authorised official

* Banks are unlikely to issue guarantee for the entire Operations Period in one stretch. Initially the guarantee may be issued for a period of 3 years. The Company shall have to keep the guarantee valid throughout the Operations Period by seeking extension from time to time.