

PRE BID QUERIES REGARDING e-TENDER FOR DISPLAY OF ADVERTISEMENT ON CTU CITY BUSES.

Sr. No.	Page No./Clause No. Of RFP	As per RFP Document	Query Raised by Prospective Bidders	Response by CTU Committee
1.	Clause 3.2.1.1	The Bidder needs to meet the following eligible experience: Marketing, operations and maintenance of at least One Hundred only (100) Urban Transport Media sites for at least 2 years in last 5 years prior to the Proposal Due Date.	Clause no. 3.2.1.1 under Technical Experience : Please clarify on this point	Please refer to Clause 3.2.1.1 under Technical Experience Criteria mentioned page no. 29 to be read with the Sr. No. 20 under Introduction, definition section at Page 11 of RFP which is self explanatory.
2.	Clause 4.3.1 (a) (i)	The Concessionaire shall make payment comprising the following : (i) Concession Fee per Bus per Month basis = Rs. (as per Highest bid)/- (Rupees (As per highest bid Only). The Concession Fee shall be payable based on number of buses available for display of advertisement i.e. minimum of ninety percent (90 %) of the approx fleet size i.e. 358 buses irrespective of the actual usage/availability of Advertisement Space/Buses. The Concession Fee shall be paid quarterly in advance from COD within 7 days of start of the month and the same shall be increased @ 5% year on year till the end of the Concession Period. The Concessionaire failing to pay concession fee on or before due date, a penalty at the rate of 1% on the outstanding Fee per month will be imposed till the due Fees is paid.	4.3.1 under Concession Fee <ul style="list-style-type: none"> ▪ The Concession Fee shall be payable based on number of buses available for display of advertisement i.e minimum of ninety percent (90%) of the approx. fleet size. What if buses are running 90% on the road then what will be the charges?? ▪ Concession fees to be quoted / paid per bus per month or on 358 buses irrespective of the actual usage / availability of Advertisement Space / Buses 	Amended as The Concessionaire shall make payment as Concession Fee per Bus per Month basis = Rs. (as per Rates quoted by Highest bidder)/- (Rupees In-words). The Concession Fee shall be payable @ 90% of total buses handed over to the successful bidder for display of advertisement irrespective of total number of buses on road. The Concession Fee shall be paid quarterly in advance from COD within 7 days of start of the month and the same shall be increased @ 5% year on year basis till the end of the Concession Period. The Concessionaire failing to pay concession fee

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		<p>(ii) If the number of CTU Buses/ Advertisement Spaces on buses will get increased/decreased in future, the payment on pro-rata basis shall be payable to CTU</p>		<p>on or before due date, a penalty at the rate of 1% on the outstanding Fee per month will be imposed till the due Fees is paid.</p> <p>If the number of CTU Buses are increased or decreased on account of new procurement/condemnation of buses and similarly, if Advertisement Spaces on buses due to any reason will get increased or decreased in future then payment will be paid on pro-rata basis.</p>																					
3.	Clause 4.4.6	<p>Penalties shall be as the following:</p> <table border="1" data-bbox="386 899 989 1312"> <thead> <tr> <th data-bbox="386 899 464 959">Sr. No.</th> <th data-bbox="468 899 709 959">Parameter</th> <th data-bbox="714 899 989 959">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="386 963 464 1019">1.</td> <td data-bbox="468 963 709 1019">Advertisement Space</td> <td data-bbox="714 963 989 1019"></td> </tr> <tr> <td data-bbox="386 1023 464 1049">a.</td> <td data-bbox="468 1023 709 1049">Poor cleaning</td> <td data-bbox="714 1023 989 1049">Rs. 500/- per incident</td> </tr> <tr> <td data-bbox="386 1052 464 1078">b.</td> <td data-bbox="468 1052 709 1078">Improper mounting</td> <td data-bbox="714 1052 989 1078">Rs. 500/- per incident</td> </tr> <tr> <td data-bbox="386 1081 464 1133">c.</td> <td data-bbox="468 1081 709 1133">Faded/damaged advertisement</td> <td data-bbox="714 1081 989 1133">Rs. 500/- per incident</td> </tr> <tr> <td data-bbox="386 1136 464 1224">2.</td> <td data-bbox="468 1136 709 1224">Allocated worksite at depots is not maintained properly</td> <td data-bbox="714 1136 989 1224">Rs. 1000/- per incident</td> </tr> <tr> <td data-bbox="386 1227 464 1312">3.</td> <td data-bbox="468 1227 709 1312">Repeated damages to the CTU Buses</td> <td data-bbox="714 1227 989 1312">Rs. 10000/- per incident plus cost of repairs</td> </tr> </tbody> </table> <p>The penalty shall not exceed 10% of monthly Concession fee.</p>	Sr. No.	Parameter	Penalty	1.	Advertisement Space		a.	Poor cleaning	Rs. 500/- per incident	b.	Improper mounting	Rs. 500/- per incident	c.	Faded/damaged advertisement	Rs. 500/- per incident	2.	Allocated worksite at depots is not maintained properly	Rs. 1000/- per incident	3.	Repeated damages to the CTU Buses	Rs. 10000/- per incident plus cost of repairs	<p>4.4.6 under Penalties</p> <ul style="list-style-type: none"> ▪ Cleaning is not bidder responsibility ▪ Improper mounting – once mounting is done by the bidder vinyl can be damaged or peeled off by any person for which bidder is not responsible. ▪ Faded / damaged ads – advertisement can be faded due to extreme cold, humidity, heat and moisture which is natural, it depends on client whether they wants to change it or no. 	<p>No change is envisaged in the terms of RFP</p>
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4.	Clause 4.5	<p>4.5.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.</p> <p>4.5.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, freight embargoes explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.</p> <p>4.5.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Concessionaire for not performing his obligations under this clause/contract.</p> <p>4.5.4 If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in</p>	<p>FORCEMAJEURE Please clarify on the date of fulfilment whether it will be fully or partly.</p> <ul style="list-style-type: none"> ▪ If lock down happens (for natural calamity, then concession fee to be charged on pro-rata as number of public may lessen in this period. ▪ Relaxation should be given to the bidders by waiving off the licence fee and extension of time. 	<p>No amendment proposed in said clause. However, new clause 4.5.6 is hereby added as</p> <p>"4.5.6 In situation like lockdown, the decision on waiver/ relaxation in concession fee shall be as per the decision of the competent authority of CTU on case to case basis."</p>

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		<p>which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.</p> <p>4.5.5 The Concessionaire shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.</p>		
5.	Clause 4.6.2 (i)	<p>(i) In the event that any of the defaults specified below shall have occurred, and CTU fails to cure such default within a Cure Period of ninety (90) days or such longer period as has been expressly provided in this Agreement, CTU shall be deemed to be in default of this Agreement ("CTU Event of Default"), unless such event has occurred as a result of a Force Majeure Event or Concessionaire Event of Default:</p> <p>(a) CTU is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within ninety (90) days of receipt of notice thereof issued by the Concessionaire;</p> <p>(b) CTU has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;</p>	4.6.2 Termination for CTU default : we suggest it should be 30 days	No change is envisaged in the terms of RFP

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		(c) Any representation made or warranties given by CTU under this Agreement have been found to be false or misleading.		
6.	Clause 4.4.4 (a)	<p>a) Monthly O & M Report</p> <p>During the Operation Period, within seven (7) days of the end of each calendar month or part thereof, the Concessionaire shall provide to CTU a monthly report (Monthly O & M Report) which shall contain the following minimum information:</p> <p>(a) Details of Advertising campaigns (b) Maintenance activities undertaken (c) Number of CTU Buses carrying advertisements (d) Any specific approvals related to Advertisement Space obtained during the month or pending with CTU. (e) Any other information, which CTU may ask.</p>	4.4.4(a) Monthly O and M Report – Please Clarify on this OR remove this clause.	<p>Amended as</p> <p>A) Monthly O & M Report (a) Maintenance activities undertaken.</p> <p>(b) Any other information, which CTU may ask.</p>
7.	Clause 1.3.5	Interested parties may download the RFP from CTU website. The bid processing fee/e-Tender Fee amounting to Rs. 10,000/-(Rupees Ten Thousand Only) be deposited by way of a crossed demand draft drawn in favour of “Director Transport, CTU” payable on any scheduled bank at Chandigarh along with EMD in the office of Director Transport, Chandigarh Transport Undertaking before due date and time of E-Tender.	We request you to accept the tender fee and EMD online/RTGS/NEFT/Net Banking through e-portal along with technical documents due to this pandemic period for COVID-19. As bidders who may participate might be from different states. Please rectify on this.	Interested parties may download the RFP from CTU website. The bid processing fee/e-Tender Fee amounting to Rs. 10,000/-(Rupees Ten Thousand Only) be deposited by way of a crossed demand draft drawn in favour of “Director Transport, CTU” payable on any scheduled bank at Chandigarh along with EMD in the office of Director Transport, Chandigarh Transport Undertaking

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				<p>before the due date and time of opening of Technical Bid. The bidder will ensure that EMD and Bid processing Fee submitted to CTU office should be same as photocopy submitted in Technical Bid as mentioned under Clause no 5 at Page 76 of RFP. It is further clarified that in case the EMD and Bid processing Fee is different from physical submission and as uploaded in Technical Bid then participating bidder will be disqualified. Said clause stands amended with respect to physical submission of EMD and Bid processing Fee wherever mentioned in RFP.</p>
8.	Page No. 72 and 73	Depiction of Advertisements	Page no. 65- Display should be on upper panel and on all back panel of CTU buses, CTU needs to shift name and number plate on the side of back panel.	No change is envisaged in the terms of RFP
9.	Clause 4.3.1 (c)	(c) Advertisement tax/fee payable to MCC shall be paid separately by the Concessionaire to MCC and proof of such payment made to MCC shall be deposited to CTU.	Amount of Advertisement fees payable to Municipal Corporation Chandigarh should be clearly defined in RFP. At a later stage it conflicts with the department and kindly mention mode of payment regarding advertisement fees in the RFP.	Amended as (c) Advertisement tax/fee payable to MC, Chandigarh shall be paid separately by the Concessionaire to MC, Chandigarh and proof of such payment made shall be deposited to CTU along with

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				concession fee. The advertisement fee payable to MC, Chandigarh is as per Notification dated 07.11.2019 issued by Chandigarh Administration, Finance Department and Copy is attached at Annexure-'A'. In case of any enhancement/revision of advertisement fee by the MC, Chd. or Chandigarh Administration in future, the same will have to be paid by the successful bidder as per revised notification from time to time. It is further clarified that Advertisement fee is applicable only on the outer area/surfaces of the buses only and there is no advertisement fee to be payable on inside surfaces of the buses.
10.	General		No reserve price has been kept. Reserve price is the bible and benchmark of tender and in fact CTU department always mentioned reserve price in past tenders. So kindly mention reserve price so that exercise of bidder price could not waste if he know the reserve price.	No change envisaged in the RFP
11.	Clause 2.2.5	A Bidder who has not made payments/fees related to Advertisements on CTU assets to CTU till bid submission date shall be rejected and not considered for further evaluation.	One important term that bidder should not have any pending dues regarding completed contracts against any Govt. Authority ,semi Govt. anywhere in India, Municipal Corporation Chandigarh,	Amended as A Bidder who has not made payments/fees related to Advertisements on CTU assets or any Govt./Semi-

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			Chandigarh smart city Limited and C.P Division no 6, Chandigarh Administration, every authority is putting this condition to avoid defaulter Companies. This term is missing in said RFP, In fact clause number 2.2.5 in eligible Bidder, you have mentioned regarding pending dues but this are limited to CTU Department.	Govt. Authority/MC anywhere in India then said participating bidder is liable to be rejected. The participating bidder has to give an undertaking in this regard as attached at Annexure-B.
12.	Clause 2.12.1	<p>Even if the Bidder meets the guidelines as set forth in this RFP Document, CTU at its discretion can disqualify the Bidder if:</p> <ol style="list-style-type: none"> a. The Bidder has been debarred by any state or central government or government agency in any country; or b. The Bidder has made misleading or false representation in the forms, statements and attachments submitted; or c. The Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or d. Any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences. 	<p>Municipal Corporation Chandigarh and Chandigarh Smart City limited are putting one most important condition that bidder should not have any FIR registered/Charge sheet proceeding pending /ongoing in any court of law regarding execution of similar projects. In this RFP this condition is not mentioned. Kindly clarify whether tainted companies are eligible to participate in said tender or not. In fact in Disqualification clause 2.12.1 (c) and (d) are reproduced below</p> <p>"c) The Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or</p> <p>d) Any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences."</p> <p>You have mentioned above clauses in RFP that bidder should not have criminal</p>	<p>Amended as</p> <p>Even if the Bidder meets the guidelines as set forth in this RFP Document, CTU at its discretion can disqualify the Bidder if:</p> <ol style="list-style-type: none"> a). The Bidder has to give an undertaking that that there are no pending dues to be deposited by the agency with any Government Department//Govt. Undertaking along or Board or Corporation or Organization/Public Sector Undertaking anywhere in the country, for any completed works. b). Bidder shall also submit an undertaking that no FIR has been registered or charge sheet proceedings against the firm/partners of the firm or its director which

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			<p>history, but this can be written in easy manner like Municipal Corporation Chandigarh and Chandigarh Smart city Limited are putting in tenders. I have submitted papers regarding the same to concerned officials yesterday in pre bid meeting for your references.</p> <p>In fact in last tender of Bus stand of Sector 17 floated by CTU department, this condition was mentioned to avoid tainted companies. Every authority is putting this condition. so kindly mention the term in easy and clear manner.</p> <p>Kindly clear the definition of consistent history of litigation.</p> <p>If arbitration award is against the bidder, but he got stay from the higher court, whether that bidder is entitled to participate or not.</p>	<p>is pending/ongoing in any court of law regarding execution of similar project/work executed/being executed and the company/firm/agency has not been blacklisted/debarred by any Govt. Institution/Board/Corporation or any Authority since the last five years.</p> <p>Undertaking amended at Annexure-8 accordingly and to be uploaded as part of Technical Bid.</p>
13.	Clause 3.2.1	<p>The Bidder needs to meet the following eligible experience: Marketing, operations and maintenance of at least One Hundred only (100) Urban Transport Media sites for at least 2 years in last 5 years prior to the Proposal Due Date.</p>	<p>In Technical Experience Criteria as per clause no 3.2.1, kindly clear the definition of Eligible experience, whether completion of any contracts comes under definition of eligible experience or if any contract which is still running comes under eligible experience.</p> <p>In clause number 3.2.1.1 you are asking about the experience, operation and maintenance of at least one hundred only (100) urban Transport media sites for at least 2 years in the last 5 years prior to</p>	<p>No change envisaged in the RFP</p>

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			<p>proposal due date.</p> <p>You are requested to kindly relax the term of at least 2 years experience in the last 7 years in place of 5 years.</p>	
14.			<p>Kindly clarify if buses go below 358-10 percent =322 on the road then whether a successful bidder will be entitled for any rebate or not.</p>	<p>Please refer to amended clause mentioned at Sr. No. 2 above. Further, it is mentioned no rebate of any kind will be allowed even if the buses on road goes below 90% or goes above 90%. Bidders are requested to quote accordingly.</p>

Prepared by

DIMTS
(Consultant)

CT

AO-II

DC(F&A)

GM, CCBSS

GM, CTU

Annexure- B

Appendix-8

Addendum/Corrigendum No.1

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

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

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

6. I/We further confirm that we are aware that as per Clause 2.12, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP Document at any stage of the Bidding Process or thereafter during the subsistence of Agreement.
7. Verified that the contents of my affidavit/ undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Signature of the Tenderer
Name of the Tenderer _____
(In Capital Letter)
Address _____
Tel/Mob No. _____
Email Address. _____
PAN/TAN No. _____

Note: To be executed separately by all the Members in case of Consortium

Prepared by

DIMTS
(Consultant)

CT

AO-II

DC(F&A)

GM, CCBSS

GM, CTU