

**OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT, UNION  
TERRITORY, CHANDIGARH  
CORRIGENDUM / ADDENDUM**

In reference to the e-tender Reference No.CT/CTU/2021/1173, dated 10-02-2021 uploaded on the website chdctu.gov.in for inviting e-tenders for **“Marketing Rights for Display of Advertisement (Outside and Inside) on CTU City Buses for a period of 4 years”**and with respect to pre-bid meeting held with prospective bidders on 18.02.2021 in the Committee Hall 4th floor, Sector-9, UT, Secretariat, Chandigarh certain amendments in RFP document are made as mentioned below:-

The tender documents stand amended to the extent as mentioned under Column No-4 as per detail given below:-

Sr. No. (1)	Page/clause No. of RFP (2)	As per RFP document (3)	Amended as (4)
1.	Eligible Bidders (2.2)	<p>Type 2 A combination of a maximum of two (2) members, comprising one Lead Member who is a Type 1 entity with other member</p> <p>who shall be also Type 1 Business Entity, and shall hereinafter be referred as "Consortium"</p>	<p>Type 2 A combination of a maximum of three (3) members, comprising one Lead Member who is a Type 1 entity with other members who shall be also Type 1 Business Entity, and shall hereinafter be referred as "Consortium".</p>
2	Eligible Bidders (2.2)	<p>Type 2: A Bidder or member of Consortium which has earlier been barred by CTU / any other entity of Government of India or any State Government or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall</p>	No Changes.

		<p>be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in <b>Appendix 8.</b></p>	
		<p>Minimum Shareholding Obligation: By submitting the Proposal, the Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 51% by the Lead Member and 26% by other Member. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in accordance with the provisions of the Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such there under.</p> <p>Any change in the composition of a Consortium</p>	<p>Amended as  “Minimum Shareholding Obligation: By submitting the Proposal, the Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 51% by the Lead Member and other members must have at least 5% share capital of consortium. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in accordance with the provisions of the Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such there under and (iv) In case of a Consortium, at least 40% (forty) of the turnover and net net-worth criteria shall be met by the lead partner and each remaining</p>

		shall not be permitted.	partner shall meet at least 5%(Five) of the turnover and net-worth criteria.  Any change in the composition of a Consortium shall not be permitted.”
3.	Technical experience Criteria (3.2)	<p>Eligible Experience: The Bidder needs to meet the following eligible experience:</p> <p>Marketing, operations and maintenance of at least Ninety only (90) Urban Transport Media sites for at least 2 years in last 5 years prior to the Proposal Due Date.</p>	No Changes .
4.		In case the Bidder is a Consortium, for the purpose of evaluation, Technical Capability and Financial Capability of any member in the Consortium should be at least 100% of the capability criteria as stipulated in this Section 3.	In case the bidder is a Consortium, for the purpose of evaluation, the arithmetic sum of Technical Capability and Financial Capability, as the case may be considered. However, at least 40% (forty) shall be met by the lead partner and each remaining partner shall meet at least 5% (Five).
5.	Performance Security (3.12.1)	<p>The Successful Bidder shall furnish Performance Security for a sum of 10% of Total Concession fee (4 years) valid for a period of 54 months by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of “Director Transport, CTU”, within 15 days of issue of the LOA.</p> <p>Failure of the Successful Bidders to comply with the requirements of Clause 3.11.2 or Clause 3.12.1 shall</p>	No Changes.

		constitute sufficient grounds for the annulment of the LOA, and forfeiture of the EMD. In such an event, the CTU reserves the right to invite the next highest Bidder (H2) to match the financial proposal of the Highest Bidder (H1).	
6.	Concession fee (4.3(a)(i))	<p>(i)The Concessionaire shall make payment as Concession Fee per Bus per Month basis = Rs. (as per Rates quoted by Highest bidder)/- (Rupees In- words). The Concession Fee shall be payable @ 90% of total buses handed over to the successful bidder for display of advertisement irrespective of total number of buses on road. The Concession Fee shall be paid quarterly in advance from COD within 7 days of start of the month and the same shall be increased @ 5% year on year basis till the end of the Concession Period. The Concessionaire failing to pay concession fee on or before due date, a penalty at the rate of 1% on the outstanding Fee per month will be imposed till the due Fees is paid.</p> <p>b) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement and the Concession Fee shall not be adjusted for such costs.</p>	<p>No Changes.</p> <p>It is further clarified that there is no existing contract or minimum reserve license fee per bus per month for said work.</p>

7.	4.3(c)	<p>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 concession fee. The advertisement fee payable to MC, Chandigarh is as per Notification dated 07.11.2019 issued by Chandigarh Administration, Finance Department. In case of any enhancement/revision of advertisement fee by the MC, Chandigarh. or Chandigarh Administration in future, the same will have to be paid by the successful bidder as per revised notification from time to time. Advertisement fee is applicable only on the outer area/surfaces of the buses and there is no advertisement fee to be payable on display of advertisements inside the buses</p>	<p>No Changes.</p> <p>It is further clarified that there is fix advertisement fee per sqft/per sqm and revised from time to time as per Notification issued by Chandigarh Administration and to be paid separately as mentioned in RFP.</p>
8.	<p>General Conditions of contract (GCC) (4)</p>	<p>COD or "Commercial Operations Date" shall mean Thirty (30) days from Appointed Date (Date of Agreement) in accordance with the provisions of the Agreement.</p>	<p>Bidder will install all the advertisement within one month from the date of agreement. In case he fails to install the required advertisement within one month then the license fees will start automatically after the completion of one month. However, in case the bidders install the required advertisement before 1 month and start putting advertisement on these then he has to notify the same to the department and his license fees will start from that day immediately.</p>
9.	Additional	<p>Clarification/Suggestion out of RFP</p>	<p>New Clause Inserted:</p> <p>"Design along with comprehensive proposal is to be</p>

			submitted to CTU for approval for the advertisement as per sizes mentioned in RFP within a week from the date of signing of agreement. CTU will approve the design no later than 10 days subject to the satisfaction of concerned committee as per RFP requirements. However, it is clarified that approximate area on each side will remain same.”
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The last date and time for submission the bid is extended from **05.03.2021** to **15.03.2021** upto **02:00 P.M** and date of opening of technical bid is hereby extended from 05.03.2021 at 03:00 P.M to 16.03.2021 at 03:00 P.M. The other terms and conditions will remain the same.

For General Manager,  
Divisional Manager CTU &  
Director Transport,  
U.T., Chandigarh.