

Amendment No. 1 to Request for Qualification and Proposal

for

Marketing Rights for Display of Advertisement (Outside and Inside) on Cluster Buses on PPP Basis

October 07, 2014

For and On Behalf of

***Transport Department
Government of National Capital Territory of
Delhi***

Issued by
Integrating Mechanism (IM)



1st floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi – 110006
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E-mail: info@dimts.in Website: <http://dimts.in>

TRANSPORT DEPARTMENT

Government of National Capital Territory of Delhi (GNCTD)
5/9 Underhill Road, New Delhi – 110 054

Tender Notice

Proposals are invited from suitable entities in accordance with Request for Qualification and Proposal (RFQP) Document for Marketing Rights for Display of Advertisement (Outside and Inside) on about 2500 Cluster Buses in Delhi for a period of four (4) years ("Project"). The entity shall be selected through a single stage transparent competitive bidding process.

Part I Instruction to Bidders can be downloaded from the website of Transport Department www.transport.delhigovt.nic.in or www.dimts.in

Part II Draft Concession Agreement is available from office of DIMTS upon written request alongwith submission of Rs. 20,000/- (non-refundable and inclusive of all taxes) in the form of demand draft favouring DIMTS payable at New Delhi.

For queries/ information/ issues, please contact DIMTS, First Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi 110006, Tel.: 43090100, Fax: 23860966, www.dimts.in, email : info@dimts.in

All subsequent notification, changes and amendments will be posted on the websites only.

Last Date for Submission of Proposal : 16th October, 2014, 1500 hrs IST

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Part I	Amendment No. 1 to Instructions to Bidders
Part II	Amendment No. 1 to Draft Concession Agreement

B. Evaluation Methodology

3.7 Evaluation of Price Proposal

- 3.7.1 In Phase II, the Price Proposals of all the Bidders who pass the Phase I evaluation will be opened for the Project in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
- 3.7.2 The Bidders should submit Price Proposal for the Project in the format set out in **Appendix 11**.
- 3.7.3 Price Proposal of the Bidders will be evaluated in terms of Payment per Bus per Day ("PBD") by the Bidder to DIMTS to in terms of the Concession Agreement.

- 3.7.4 Price Proposal of all Shortlisted Bidders shall be evaluated and a merit list prepared wherein the Bidder quoting the highest PBD shall be given the highest rank of H1. The Bidder quoting the second highest PBD shall be given the second highest rank of H2 and so on. Based on evaluation of Proposals, DIMTS shall declare the H1 Bidder as the Preferred Bidder for the Project.
- 3.7.5 In the event that two or more Bidders quote the same highest PBD, DIMTS may:
- invite fresh Proposals from such Bidders;
OR
 - take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

Appendix 1: Schedule of Bidding Process

DIMTS would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Date of Issue of RFQP	17 th September, 2014
2	Pre-proposal meeting	26 th September, 2014 at 3pm at DIMTS office
3	Second Pre-proposal meeting	10 th October, 2014 at 3pm at DIMTS office
4	Last date for receiving queries	10 th October, 2014
5	The DIMTS response to queries by	13 th October, 2014
6	Proposal Due Date	16 th October, 2014 at 3pm
7	Opening of Technical Submissions	16 th October, 2014 at 3:30pm
8	Opening of Price Proposals	21 st October, 2014 at 3pm

Appendix 2: Format for Covering Letter cum Project Undertaking [On the Letter head of the Bidder]

Date:

To

Assistant Vice President – Business Partnerships
Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
1st Floor Maharana Pratap ISBT Building,
Kashmere Gate, Delhi – 110006
Tel.: +91-11-43090100 Fax: +91-11-23860966

Dear Sir,

Re: Marketing Rights for Display of Advertisement (Outside and Inside) on Cluster Buses on PPP Basis in Delhi

We have read and understood the Request for Qualification and Proposal (RFQP) Document in respect of the Project provided to us by DIMTS, by and on behalf of, DoT. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal in one (1) original one (1) one copy, with the details as per the requirements of the RFQP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statements made herein are for the express purpose of qualifying as a Bidder and submission of our Price Proposal for the aforesaid Project.
5. I/ We shall make available to the DIMTS any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the DIMTS to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by DIMTS.
 - b) I/ We do not have any conflict of interest in accordance with Clause 2.10.4 of the RFQP Document;
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.10.7 of the RFQP Document, in respect of any tender or request for proposal issued by or any agreement entered into with DIMTS or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 2.10.5 to 2.10.7 of the RFQP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.9.2 of the RFQP Document.
10. I/ We declare that we satisfy and meet the requirements as specified in the RFQP Document and eligible to submit a Proposal in accordance with the terms of this RFQP Document.
11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribed equity share capital.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification, we shall intimate DIMTS of the same immediately.
15. I/ We acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of change in ownership. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without DIMTS being liable to us in any manner whatsoever.
16. I/ We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by DIMTS in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Successful Bidder, I/ We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.10.2 and 2.15.2 of the RFQP Document). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DIMTS or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
19. The Payment per Bus per Day (PBD) has been quoted by us after taking into consideration all the terms and conditions stated in the RFQP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
20. I/ We confirm our having submitted the Bid Security of Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs Only) to DIMTS in accordance with the RFQP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (*strike out whichever is not applicable*) is attached.
21. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/ We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
22. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFQP document.
23. I/ We agree to keep and confirm that our Proposal is valid upto 6 months from Proposal Due Date.
24. I/ We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFQP Document provided to us.

Dated thisDay of, 2014.

Name of the Bidder

Signature of the Authorised Person
Name of the Authorised Person

Appendix 11: Format of Price Proposal
[On the Letter head of the Bidder]

Date:
To

Assistant Vice President – Business Partnerships
Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
1st Floor Maharana Pratap ISBT Building,
Kashmere Gate,
Delhi – 110006

Re: Marketing Rights for Display of Advertisement (Outside and Inside) on Cluster Buses on PPP Basis in Delhi

We are pleased to submit our Price Proposal for the **Marketing Rights for Display of Advertisement (Outside and Inside) on Cluster Buses on PPP Basis** in Delhi. We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) Document, including the draft Concession Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFQP Document.

Our Payment per Bus per Day shall be as follows:

Payment per Bus per Day (in figures)	Payment per Bus per Day (in words)

Besides aforesaid amount, an additional guaranteed payment of Rs. 4,000/- per Bus per Month shall be payable by us over and above the Payment per Bus per Day.

We hereby agree that the actual payment schedule shall be as per the terms mentioned in the Concession Agreement.

The aforesaid monthly payment has been quoted by us after taking into consideration all the terms and conditions stated in the Bidding Documents including the RFQP Document, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the proposed location of Buses and all the conditions that may affect the Proposal.

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note: *In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*

Appendix 12: Format for Draft Letter of Acceptance (To be issued by DIMTS)

Date :

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for Marketing Rights for Display of Advertisement (Outside and Inside) on Cluster Buses on PPP Basis in Delhi

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} ("**SB**") by the Proposal Due Date (_____) in response to the Request for Qualification and Proposal ("**RFQP**") Document (along with the amendments made thereafter) released by DIMTS on _____ {date of release of RFQP}.
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by DIMTS for this purpose.
3. Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}
4. DIMTS is now pleased to inform that SB has been selected as the Successful Bidder for **Marketing Rights for Display of Advertisement (Outside and Inside) on Cluster Buses on PPP Basis in Delhi**.
5. This letter is intended to convey DIMTS's acceptance, subject to the terms & conditions specified in the RFQP Document issued to your company and conditions set out in the Concession Agreement to be executed within one (1) week from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a Payment per Bus per Day of Rs. _____ (Rupees _____) besides agreeing to pay an additional amount of Rs. 4,000/- per Bus per Month.
6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within three (3) days from the date of this letter.
7. Further, you are also requested to comply, within one (1) week from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:
 - a) Execution of the Concession Agreement;
 - b) Furnish a Performance Security from a Nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India equal sum of two months Monthly Payment per Bus, in terms of the draft Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with DIMTS. Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Concession Agreement.

Yours truly,

Assistant Vice President – Business Partnerships
Delhi Integrated Multi-Modal Transit System Limited