

Delhi Transport Infrastructure Development Corporation Ltd. (An Enterprises of GNCTD)	Request for Qualification and Proposal Document
Marketing, Operations and Maintenance of BQS on PPP basis	

**Request for Qualification and
Proposal (Part-I)**

For

**Marketing Operations and Maintenance
of 431 Bus Queue Shelters (BQSs) in 3 zones on PPP
basis**

Issued by

**Delhi Transport Infrastructure Development Corporation
Ltd. (An Enterprises of GNCTD)
2nd Floor Maharana Pratap ISBT Building,
Kashmere Gate, Delhi – 110006**

Delhi Transport Infrastructure Development Corporation Ltd. (An Enterprises of GNCTD)	Request for Qualification and Proposal Document
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The information contained in this Request for Qualification and Proposal (RFQP) Document, whether verbally or in documentary or in any other form, by DTIDCL, or any of their employees or advisors, on the terms and conditions set out in this RFQP Document and such other terms and conditions as the DTIDCL may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

This RFQP Document is not an agreement and is not an offer or invitation by the DTIDCL, to any other party. As mentioned above, the purpose of this RFQP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFQP Document does not purport to contain all the information each Bidder may require. This RFQP Document may not be appropriate for all persons, and it is not possible for the DTIDCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQP Document and where necessary obtain independent advice from appropriate sources.

The DTIDCL their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQP Document or otherwise including the accuracy, reliability or completeness of the RFQP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFQP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFQP Document is only indicative and the DTIDCL, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFQP Document.

This RFQP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the development of Bus Queue Shelters (BQSs) on Annuity basis in relation to which it is being issued.

The information and statements made in this RFQP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFQP Document is accordingly expressly disclaimed.

This RFQP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFQP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DTIDCL, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

The DTIDCL, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQP Document. Any change to the RFQP Document will be notified to all those who have purchased the RFQP Document and to those who have downloaded the RFQP Document from the website and have duly intimated this fact to DTIDCL giving their particulars including address for communication by fax/post (Registered Bidder). No part of this RFQP Document and no part of any subsequent correspondence by the DTIDCL, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. The DTIDCL, reserves the right to reject all or

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any of the Proposal submitted in response to this RFQP Document at any stage without assigning any reasons whatsoever and the issue of this RFQP Document does not imply that the DTIDCL is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFQP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain with the Bidder and the DTIDCL, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. The DTIDCL, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against the DTIDCL, their employees and advisors.

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Delhi Transport Infrastructure Development Corporation Ltd.
(An Enterprise of Government of National Capital Territory of Delhi)
2nd Floor ISBT Kashmere Gate, Delhi

**Marketing, Operations and Maintenance of Bus Queue
Shelters (BQSs) in Delhi on PPP basis**

Invitation for Proposal

Delhi Transport Infrastructure Development Corporation Ltd. ("DTIDCL") invites Proposals, from suitable entities in accordance with Request for Qualification and Proposal (RFQP) Document for marketing, operation and maintenance of 431 Bus Queue Shelters (BQSs) in Delhi on PPP basis for a period of five (5) years ("Project"). The business entity shall be selected through a single stage bidding process. Interested parties will be required to submit two envelopes containing: (i) Technical Submissions; and (ii) Price Proposal as part of their Proposal. The total 431 BQS proposed have been divided into three (3) zones. DTIDCL, invites proposal from interested parties in response to this RFQP Document for the identified three (3) zones. The Successful Bidder for each zone would then be required to enter into a Concession Agreement with DTIDCL.

The RFQP documents shall be available for sale from the office of AGM (Works-II)/DTIDCL, 2nd Floor ISBT Kashmere Gate, Delhi-110006. The Part-I of the RFQP Document (i.e. instruction to bidders) and Part-II (i.e. Draft Concession Agreement) can be downloaded from the following website/s. transport.delhigovt.nic.in/ or www.dtidc.delhi.gov.in. Parties using the downloaded document, should (1) inform at the Address for Communication and by e-mail at agmw2.dtidc@delhi.gov.in, and (2) submit Rs.10,000/- while submitting their Proposal.

The RFQP Document can also be obtained by post/courier/in person upon a written request to DTIDCL at the address mentioned below, accompanied by the cost of the RFQP Document (Rs. 10,000/-), in the form of demand draft favouring to Executive Director, DTIDCL payable at New Delhi. DTIDCL will not be responsible for any delay, loss or non-receipt of any request for RFQP document sent by post/courier. Parties using the downloaded RFQP Document should submit the cost at the time of submitting their Proposal.

All subsequent, notification changes and amendments would be posted only on the following websites: www.transport.delhi.gov.in / and www.dtidc.delhi.gov.in

Potential entities can submit their Proposal up to **06-06-2017 12.00 Noon IST**.

AGM (Works-II)
DTIDCL

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BQS	:	Bus Queue Shelter
DTIDCL	:	Delhi Transport Infrastructure Development Corporation Ltd.
DDA	:	Delhi Development Authority
DIMTS	:	Delhi Integrated Multi-Modal Transit System
GNCTD	:	Government of National Capital Territory of Delhi
IDFC	:	Infrastructure Development Finance Company
INR	:	Indian National Rupee
LOA	:	Letter of Acceptance
MoU	:	Memorandum of Understanding
O&M	:	Operation & Maintenance
PWD	:	Public Works Department, Delhi
PPP	:	Public Private Partnership
RFQP	:	Request for Qualification and Proposal
SB	:	Successful Bidder
SPC	:	Special Purpose Company

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Part-II	Draft Concession Agreement

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1. Introduction

1.1 Definitions

1.1.1 In this RFQP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

- 1) **Bidder:** means interested party who is eligible to submit its proposal in accordance with this RFQP Document for the Project.
- 2) **Bidding Process:** shall mean the single stage competitive bidding process with two envelop system comprising (i) the Technical Submissions and (ii) the Price Proposal for the Project.
- 3) **Business Entity:** shall mean either of the following:
 - (i) a company incorporated under the Companies Act, 1956, but excluding companies covered under section 617 of the Companies Act, 1956; or
 - (ii) an entity incorporated outside India under equivalent law.
- 4) **Bid Security:** shall mean the unconditional and irrevocable bank guarantee or a demand draft submitted along with the Proposal by the Bidder as per the provisions of Clause 2.15 of this RFQP Document, Part I, Instructions to Bidders.
- 5) **Concession Agreement:** shall mean the agreement to be entered into between DTIDCL and the Concessionaire for each of the three zones for the Project.
- 6) **Concessionaire or Developer:** shall mean the entity with whom Concession Agreement is entered by DTIDCL for each of the three zones for the Project.
- 7) **Conflict of Interest:** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder and as described in Clause 2.12.4 of this RFQP Document, Part I, Instructions to Bidders.
- 8) **Consortium:** shall mean the combination of a maximum of two (2) entities coming together for submission of a Proposal and as particularly described under clause 2.2 of the RFQP Document.
- 9) **DIMTS:** shall mean Delhi Integrated Multi-Modal Transit System Limited
- 10) **DTIDCL:** shall mean Delhi Transport Infrastructure Development Corporation Ltd.
- 11) **GNCTD:** shall mean the Government of National Capital Territory of Delhi.
- 12) **Lead Member:** shall mean a specific member in a Consortium duly nominated by other members of such Consortium.

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- 13) **Letter of Acceptance:** shall mean the letter issued by the DTIDCL to the Successful Bidder for award of each package.
- 14) **Project:** shall mean marketing, operation and maintenance of 431 Bus Queue Shelters(Consists of 3 Zones) in Delhi by the selected Concessionaire(s) and through Concession Agreements.
- 15) **Proposal:** shall mean the documents received by DTIDCL from an interested party who is eligible to submit its proposal in response to this RFQP Document for the Project.
- 16) **Proposal Due Date:** shall mean the time and date specified for submission of application for Proposal, more particularly detailed under Appendix 1 of this RFQP Document, Part I, Instructions to Bidders.
- 17) **Proposal Validity Period:** shall mean the meaning ascribed to it in clause 2.16.1 of this RFQP Document, Part I, Instructions to Bidders.
- 18) **Qualified Bidder:** shall mean the Bidder whose Technical Submissions are found to be responsive and also meet the qualification criteria in accordance with the Evaluation Methodology set out in the RFQP Document.
- 19) **RFQP Document:** shall mean the documents set out in Clause 2.8 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- 20) **Special Purpose Company** or —SPC shall mean a limited company, as defined and incorporated under the Companies Act, 1956, where required to be formed for each Zone.
- 21) **“Successful Bidder”** shall mean the Bidder for award of the Zone.

1.2 Project Background

- 1.2.1 DTIDCL invites Proposals, from suitable entities for marketing, operation and management of 431 Bus Queue Shelters (BQSs) in Delhi. The business entity shall be selected through an open, transparent and competitive bidding process. The total 431 BQS proposed have been divided in three zones and the aforesaid of details are as set out in Enclosure 1.
- 1.2.2 This Bidding Process is being undertaken simultaneously for all three zones.
- 1.2.3 Documents and under other applicable laws/ bylaws governing such operations.
- 1.2.4 An agreement for marketing, operations and maintenance BQS (concession Agreement) with development milestones and management requirements/specifications/performance standards clearly set out is expected to be

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executed between DTIDCL and the successful Bidder for each zone.

1.3 Brief Description of Bidding Process

1.3.1 RFQP Document follows a two stepped approach comprising:

- Qualification Phase: Shortlisting of Bidders based on qualification criteria (Shortlisted Bidders)
- Proposal Phase: Evaluation of Price Proposals received from ShortlistedBidders (Successful Bidder)

1.3.2 Marketing, operation and maintenance of 431 BQS have been divided into three (3) zones. DTIDCL, invites proposal from interested parties in response to this RFQP Document for the three zones.

1.3.3 As a part the Bidding Process, the business entities and interested parties will be required to submit two envelopes containing: (i) their Technical Submissions; and (ii) their Price Proposal as part of their proposal package.

1.3.4 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the Evaluation Methodology set out in this RFQP Document. At the end of this Qualification Phase, DTIDCL intends to prepare and release a list of Shortlisted Bidders for the Project.

1.3.5 Price Proposal of only Shortlisted Bidders shall be opened.

1.3.6 The Successful Bidder for each zone would then be required to enter into a Concession Agreement with DTIDCL, a draft of such Concession Agreement is attached as Part– II of this RFQP Document.

1.3.7 Details of the process of selection, including the schedule of Bidding Process (as provided in **Appendix 1** to this RFQP Document), is set out in this RFQP Document.

1.3.8 GOI has issued guidelines (see **Appendix 16** of RFQP Document) for qualification of Bidders seeking to acquire stakes in any public enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The DTIDCL shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to submit their Proposal and should give an undertaking to this effect in the form at **Appendix 10**.

Role of DTIDCL

1.4.1 DTIDCL will prepare and float the tender for the work of Marketing Operations and Maintenance of BQS on PPP mode and select the concessionaire for Concession Agreement.

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1.4.2 Notwithstanding anything contained in this RFQP Document, DTIDCL shall not, in any manner whatsoever and by any person (whether natural or legal) whomsoever, be held responsible/liable for any loss, damages, cost, expense or alleged prejudice which may arise from or be incurred or suffered on account of anything done or caused to be done, in good faith and with reasonable diligence, during performance of any of its obligations for and on behalf of DTIDCL.

2. Instructions to Bidders

A. General

2.1 Scope of Proposal

2.1.1 DTIDCL wishes to seek responses to the RFQP Document in the form of proposal (Proposal) in terms of Clause 1.2.1.

2.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Qualification and Proposal (RFQP) Document (hereinafter referred to as the **(Evaluation Methodology)** in order to identify Successful Bidders for the Project (hereinafter referred to as the **(Successful Bidders)**). Each of the Successful Bidders would then be required to enter into an agreement (hereinafter the **(Concession Agreement)**) with DTIDCL as per the draft set forth in Part – II of this RFQP Document and perform their obligations as stipulated therein, for respective Zones of the Project.

2.1.3 Terms used in this RFQP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2.1.4 Pursuant to the release of this RFQP Document, the DTIDCL shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFQP Document and other documents to be provided to DTIDCL pursuant to this RFQP Document including annexure thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by DTIDCL.

2.1.5 The Bidding Documents including this RFQP Document and all attached documents are and shall remain the property of DTIDCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The DTIDCL will not return any Proposal or any information provided along therewith.

2.1.6 The Bidders are expected to examine the Project in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for the implementation of the Project.

2.1.7 The statements and explanations contained in this RFQP Document are intended to provide an understanding to the Bidders about the subject matter of this RFQP Document and shall not be construed or interpreted as limiting in any way or manner

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whatsoever the scope of services, work and obligations of the Successful Bidders to be set forth in the respective Concession Agreement or the DTIDCL's right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFQP Document including the terms thereof, and this RFQP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFQP Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by the DTIDCL.

2.1.8 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.1.9 This RFQP Document is not transferable.

2.1.10 Each Project (Zone) shall be treated as a separate and standalone bidding process and DTIDCL reserves the right to make decision independent of the outcome of the other Zones.

2.2 Eligible Bidders

2.2.1 The Bidders eligible for participating in the Request for Qualification and Proposal process shall be any one of the following:

Type 1: A Business Entity; or

Type 2: A combination of a maximum of two (2) members, comprising one LeadMember who is a Type 1 entity with other member who can either be a Type 1 Business Entity or any other entity such as a partnership firm, proprietorship firm or an individual and shall hereinafter be referred as "Consortium".

2.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 3 and authorising the signatory of the Proposal to commit the Bidder.

2.2.3 Notwithstanding anything stated elsewhere in these documents, DTIDCL shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to DTIDCL. A Bidder may be disqualified if it is determined by DTIDCL, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by DTIDCL.

2.2.4 A Bidder or member of Consortium which has earlier been barred by DTIDCL / any other entity of GNCTD 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

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Consortium shall 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 **Appendix 8**.

2.3 Additional Requirements for Proposal Submitted by a Consortium

- 2.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.
- 2.3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 2.3.3 Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at **Appendix 4** authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
- 2.3.4 Proposals submitted by a Consortium should comply with the following additional requirements:
 - (a) the number of members in the Consortium would be limited to two (2);
 - (b) the Proposal should contain the information required from each member;
 - (c) the Proposal should include a description of the roles and responsibilities of both the members;
 - (d) Members of the Consortium shall nominate one member as the Lead Member as defined in clause 2.2.1;
 - (e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
 - (f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 4**; and
 - (g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under **Appendix 9** for the purpose of submission of the Proposal.

The MoU should, inter alia,

- (i) the Lead Member shall enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Agreement/s;
- (ii) clearly outline the proposed roles and responsibilities of each member of the Consortium;
- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement;
- (iv) clearly refer to the Project for which the arrangement is made; and
- (v) the Consortium members shall form a SPC subject to the shareholding pattern as detailed under clause 3.4.2.

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A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

2.3.5 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 5% by other Member of the issued and subscribed equity share capital of the Concessionaire. 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 the SPC and is achieved under and in accordance with the provisions of the Concession 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 Concession Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.

2.3.6 Any change in the composition of a Consortium shall not be permitted.

2.4 Incorporation of Special Purpose Company

2.4.1 A Type 2 Bidder being declared as the Successful Bidder for the Project shall be required incorporate a limited liability company under Indian Companies Act, 1956 before signing of the Concession Agreement.

2.5 Number of Proposals

2.5.1 Each Bidder shall submit only one (1) Proposal in response to this RFQP Document. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

2.6 Proposal Preparation Cost

2.6.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. DTIDCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.7 Verification of Documents

2.7.1 DTIDCL, reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFQP Document. Failure of the DTIDCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DTIDCL thereunder.

2.8 Contents of RFQP Document

2.8.1 The RFQP Document consists of two Parts as listed below and would include any addenda issued in accordance with Clause 2.10.1.

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Part-I	Instructions to Bidders
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2.9 Clarifications by Bidders

2.9.1 Bidders requiring any clarification on the RFQP Document may notify DTIDCL in writing or by facsimile within such date as specified in the Schedule of Bidding Process set forth in **Appendix 1**. DTIDCL may at its sole discretion, forward to all Bidders, copies of DTIDCL's response, including a description of the enquiry but without identifying its source. The envelopes / communication shall clearly bear the following identification / title (refer Clause 2.20.5):

**"Queries/Request for Additional Information:
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PPP basis"**

2.9.2 The DTIDCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the DTIDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring the DTIDCL to respond to any question or to provide any clarification.

2.9.3 The DTIDCL may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the DTIDCL shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by the DTIDCL or their employees, advisors or representatives shall not in any way or manner be binding on the DTIDCL.

2.10 Amendment of RFQP Document

2.10.1 At any time prior to the Proposal Due Date, the DTIDCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQP Document by issue of Addenda.

2.10.2 Any Addendum thus issued will be in writing to all those who have purchased the RFQP Document and to those who have downloaded the RFQP Document from the website and have duly intimated this fact to DTIDCL giving its particulars including address for communication by fax/post (Registered Bidders). The Addendum may be issued by DTIDCL in writing or by any standard electronic means such as email or by uploading on the website. Bidders are advised to visit the website (www.transport.delhi.gov.in and www.dtidc.delhi.gov.in) regularly to keep themselves updated.

2.10.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, the DTIDCL may, at its own discretion, extend the Proposal Due Date.

2.10.4 The DTIDCL may in its sole discretions and without assigning any reason modify,

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alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFQP Document.

2.11 Miscellaneous – Other Provisions

- 2.11.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 2.11.2 DTIDCL, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to DTIDCL by, on behalf of, and/ or in relation to any Bidder; and
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.11.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DTIDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.12 Disqualification

- 2.12.1 Even if the Bidder meets the guidelines as set forth in this RFQP Document, DTIDCL at its discretion can disqualify the Bidder if:
- 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.

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2.12.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof :

- (a) made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFQP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from the DTIDCL;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the DTIDCL relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Project, in accordance with the Bidding Documents, including the Concession Agreement, and performance of all its obligations hereunder including but not limited to:
 - (i) location of BQS and the existing facilities and structures;
 - (ii) all other matters that might affect the Bidder's performance under the terms of this RFQP Document.
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 2.12.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the DTIDCL or a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.12.3 The DTIDCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.12.4 A Bidder shall not have a conflict of interest (the Conflict of Interest) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DTIDCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DTIDCL for, inter alia, the time, cost and effort of the DTIDCL, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the DTIDCL hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

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- (i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 14% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 14% of that other Bidder's paid up and subscribed capital; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to the DTIDCL in the preparation of any documents, design or technical specifications of the Project.
- (vii) If any legal, financial or technical adviser of the DTIDCL in relation to the Project is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder(s) or Concessionaire(s), as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the DTIDCL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the DTIDCL may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the DTIDCL being liable in any manner whatsoever to the Successful Bidder(s) or the Concessionaire(s), as the case may be, for the same. The aforesaid have specifically excludes the role envisaged for DTIDCL being the Independent Engineer for the Project.

2.12.5 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement, the DTIDCL shall reject a Proposal, withdraw the LOA, or

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terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the DTIDCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DTIDCL towards, inter alia, time, cost and effort of the DTIDCL, without prejudice to any other right or remedy that may be available to the DTIDCL hereunder or otherwise.

2.12.6 Without prejudice to the rights of the DTIDCL under Clause 2.12.5 hereinabove and the rights and remedies which the DTIDCL may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the DTIDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQP Document issued by the DTIDCL or GNCTD during a period of five years from the date such Bidder or Concessionaire, as the case may be, is found by the DTIDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.12.7 For the purposes of Clauses 2.12.5 and 2.12.6 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DTIDCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DTIDCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the DTIDCL in relation to any matter concerning the Project;
- (b) fraudulent practice means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

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- (c) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the DTIDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Preparation and Submission of Proposal

2.13 Language

2.13.1 The Proposal and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.14 Currency

2.14.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on the due date of opening of the proposal. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. DTIDCL, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

2.15 Bid Security

2.15.1 Proposals shall be accompanied by a Bid Security for an amount of Rs. 31,50,000/- (Rupees Thirty One Lakhs Fifty Thousand Only) irrespective of any number of zones bid for by the Bidder.

2.15.2 The Bid Security shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by the DTIDCL, for any extension in Proposal Validity Period.

2.15.3 The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of Executive Director/DTIDCL, as per the

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format set out in **Appendix-11** or in the form of a demand draft issued by a bank in India, drawn in favour of Executive Director, DTIDCL and payable in New Delhi. DTIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized Bank or a scheduled Bank authorized to handle transactions of Government of India in India is required. For the avoidance of any doubt, Scheduled Bank “shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.15.4 The Bid Security shall be returned to unsuccessful Bidders on the signing of Concession Agreement for the Project. The Bid Security, submitted by the Successful Bidder (s), shall be released:

- (a) upon signing of the Concession Agreement with the Successful Bidder/ SPC; and
- (b) upon furnishing a Performance Security for an amount mentioned in the Concession Agreement;

2.15.5 The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages to the DTIDCL in the following cases:

- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.23.1 ; or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.11.1; or
- (d) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit or any extension thereof; or
- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach there for prior to the furnishing of the Performance Security; or
- (f) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed there for in the Concession Agreement; or
- (g) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
- (h) If the Bidder fails to comply with the Bidding Process in any manner; or
- (i) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.5 to 2.12.7 of this RFQP Document; or
- (j) If a Bidder has a Conflict of Interest which affects the Bidding Process; or

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(k) In case the Successful Bidder fails to incorporate a SPC, where required, for the Project within the stipulated time period as specified in this RFQP Document; or

(l) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, or the Concession Agreement.

2.16 Proposal Validity Period: The Proposal shall indicate that it would remain valid for a period not less than six (6) months from the Proposal Due Date (herein the Proposal Validity Period). The DTIDCL reserves the right to reject any Proposal that does not meet this requirement.

2.16.1 Prior to expiry of the Proposal Validity Period, the DTIDCL may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.15 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be treated as rejected.

2.16.2 The Successful Bidders shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

2.17 Bidders Responsibility

2.17.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFQP Document will be at the Bidder's own risk.

2.17.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

- a) made a complete and careful examination of requirements, and other information set forth in this RFQP Document;
- b) received all such relevant information as it has requested from DTIDCL
- c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) all technical, construction, operational and management details related to the BQS;
 - (ii) all other matters that might affect the Bidder's performance under the terms of this RFQP Document;
 - (iii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Concession Agreement and;
 - (iv) clearances required to be obtained for the Project, if any; and
 - (v) applicable laws and regulations in force in India.

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2.17.3 DTIDCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.18 Pre-Proposal Meeting

2.18.1 To clarify and discuss issues with respect to the Project and the RFQP Document, DTIDCL may hold Pre-Proposal meeting/s.

2.18.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their responses and forward the same to DTIDCL prior to the meeting in terms of schedule set out in **Appendix 1**. DTIDCL may, as may be considered acceptable at its sole discretion, amend the RFQP Document based on inputs provided by Bidders.

2.18.3 Bidders may note that DTIDCL will not entertain any deviations to the RFQP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQP Document with all its contents including the terms and conditions of the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.18.4 DTIDCL will endeavor to hold the meeting as per Schedule of Bidding Process. The details of the Pre-proposal meeting will be separately communicated by posting on the web sites (www.transport.delhi.gov.in/ and www.dtidc.delhi.gov.in).

2.18.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. DTIDCL will endeavor to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.

2.18.6 All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by fax /post / courier:

ATTN. OF: Sh. Vijay Kumar AGM (Works-II)
SUBJECT: Marketing Operations and Maintenance of BQS on **PPP** basis
ADDRESS: Delhi Transport Infrastructure Development Corporation Ltd.
2nd Floor Maharana Pratap ISBT Building, Kashmere Gate,
Delhi – 110006
Tel. : 011-23860323
Fax: 011-23865321
Email:- agmw2.dtidc@delhi.gov.in

2.18.7 No interpretation, revision, or other communication from DTIDCL regarding this solicitation is valid unless in writing and is signed by Managing Director, DTIDCL or its authorised representative. DTIDCL may choose to send to all Bidders, written copies of DTIDCL's responses, including a description of the enquiry but without identifying its source to all the Bidders.

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2.19 Format and Signing of Proposal

2.19.1 Bidders shall provide all the information as per this RFQP Document and in the specified formats. DTIDCL reserves the right to reject any Proposal that is not in the specified formats.

2.19.2 The Proposal should be submitted in two parts:

Part 1 :	Technical Submissions , which would include:
<i>i.</i>	Covering Letter cum Project Undertaking as per Appendix 2 stating the Proposal Validity Period
<i>ii.</i>	Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by both members) as in Appendix 3 .
<i>iii.</i>	In case of Consortium, Power of Attorney for designating of the Lead Member of Consortium as in Appendix 4 .
<i>iv.</i>	Details of Bidder (in case of Consortium, this would need to be provided by both members) as in Appendix 5 .
<i>v.</i>	Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of the Lead Members) as in Appendix 6 .
<i>vi.</i>	Completed format of Experience of Bidder (in case of Consortium, Experience both members) as in Appendix 7 .
<i>vii.</i>	Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in Appendix 8).
<i>viii.</i>	In case of Consortium, Memorandum of Understanding entered into between members as in Appendix 9 .
<i>ix.</i>	Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)
<i>x.</i>	Bank Draft towards the cost of RFQP Document (in case the same has been downloaded from the website). In case the document is purchased, a photocopy of the receipt of the payment is to be enclosed
<i>xi.</i>	Non-Collusion Certificate as per Appendix 10 .
<i>xii.</i>	Bid Security as per Appendix 11 .
<i>xiii.</i>	Affidavit as per Appendix 15 and

The Technical Proposal shall be common for all the zones bid by the Bidder.

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Part 2 : Price Proposal

i.) Price Proposal as per the format set out in **Appendix 12**; It may be noted that the Bidder shall submit a separate sealed Price Proposal for each zone in case the Bidder wishes to submit the bid for more than one (1) zone

2.19.3 The Bidder shall prepare one original of the documents comprising the Proposal as described in Clause 2.19.2, clearly marked **ORIGINAL**. In addition, the Bidder shall make one (1) copy of the Technical Submissions (Part I), clearly marked (**COPY**). In the event of any discrepancy between the original and the copies, the original shall prevail. There will be no copies of the Price Proposal (Part II). Price Proposal shall be in a single cover for each zone which should be marked as Price Proposal – Zone No - (Part II).

2.19.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

2.19.5 The Proposal and its copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person/s signing the Proposal.

2.20 Sealing and Marking of Proposal

2.20.1 The Bidder shall seal the Technical Submissions (common for all zones in case Bidder is bidding for more than one zone) and the Price Proposals for each zone, in separate envelopes, duly marking the envelopes as (**TECHNICAL SUBMISSIONS**) and (**PRICE PROPOSAL**) respectively. It may be noted that the Price Proposal (Appendix 12) for different zones shall be sealed separately and duly marked as (**PRICE PROPOSAL Zone No.**)". These envelopes shall then be sealed in an outer envelope.

2.20.2 The original and the copies of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as (**ORIGINAL**) and (**COPY**) respectively.

2.20.3 Each envelope shall indicate the name and address of the Bidder (In case of a Consortium the name and address of the Lead Member).

2.20.4 All the envelopes shall clearly bear the following identification:

**“Marketing, Operations and Maintenance of BQS on PPP basis”,
“To be opened by Tender Opening Committee only”**

and

**“Submitted by
Name, Address and Contact Phone No. of the Bidder”**

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2.20.5 The envelope shall be addressed to:

ATTN. OF: AGM (Works –II)
ADDRESS: Delhi Transport Infrastructure Development Corporation Ltd.
(DTIDCL)
2nd Floor Maharana Pratap ISBT Building,
Kashmere Gate,
Delhi – 110006
Tel. : 011-23860323
Fax: 011-23865321
Email:- agmw2.dtidc@delhi.gov.in

2.20.6 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. DTIDCL assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

2.21 Proposal Due Date

2.21.1 Proposals should be submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in **Appendix 1** to the address provided in Clause 2.20.5 in the manner and form as detailed in this RFQP Document. For the purposes of this RFQP Document the Proposal Due Date shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in **Appendix 1**. Proposals submitted by either facsimile transmission or telex or email will not be acceptable.

2.21.2 The DTIDCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10.

2.22 Late Proposals

2.22.1 Any Proposal received by the DTIDCL after the Proposal Due Date will be summarily rejected and returned unopened to the Bidder.

2.23 Modification and Withdrawal of Proposals

2.23.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by the DTIDCL before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

2.23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.19 and 2.20 with outer envelopes additionally marked (**MODIFICATION**) or (**WITHDRAWAL**) and also (**TECHNICAL SUBMISSIONS**) or (**PRICE PROPOSAL**) as appropriate.

2.23.3 Notwithstanding anything to the contrary contained in this RFQP Document any modification or withdrawal of a Proposal during the interval between the Proposal

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Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security as mutually agreed genuine pre-estimated compensation and damages in accordance with Clause 2.15.5 of this RFQP Document.

2.24 Confidentiality

- 2.24.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the DTIDCL in relation to or matters arising out of or concerning the Bidding Process. The DTIDCL will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. The DTIDCL will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power to require its disclosure or is to enforce or assert any claim, right or privilege of the DTIDCL or defend any claim, action or proceedings against it.

2.25 Clarifications by DTIDCL

- 2.25.1 To assist in the process of evaluation of Proposals, the DTIDCL may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by DTIDCL, of the request to the satisfaction of the DTIDCL, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.26 Consultant(s) or Advisor(s)

- 2.26.1 To assist in the examination, evaluation, and comparison of Proposals, the DTIDCL may utilise the services of consultant/s or advisor/s.
- 2.26.2 No entity including the Bidders can hold and the DTIDCL shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 2.26.1. The final determination as regards the Proposal shall vest with the DTIDCL.

3. Criteria and Methodology for Qualification and Evaluation

A. General

3.1 Qualification Parameters

- 3.1.1 The Bidder's competence and capability is proposed to be established by following parameters:
- (a) Technical Experience of Bidder, evaluated in terms of past experience
 - (b) Financial Capability of the Bidder, evaluated in terms of net worth and net cash accruals
- 3.1.2 The Bidder would be required to meet the qualification criteria as detailed in clause 3.2. A Bidder who meets the requisite qualification criteria will be qualified and

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referred as Shortlisted Bidder and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders by DTIDCL.

3.2 Technical Experience Criteria

3.2.1 Eligible Experience

- (a) The bidder needs to meet the following eligible experience :
Marketing, operating and maintaining a minimum of 60,000 (Sixty Thousand) media days since December, 2013, where the media days shall be calculated as follows:

No. of media days = number of media space x total number of days managed

- (b) The Bidder needs to submit the supporting documents evidencing its capabilities and must provide information as per Appendix 7. The Bidder shall submit a certificate from its statutory auditor regarding authenticating the eligible experience. The Bidder shall also submit a copy of the agreement/ work order for all the media spaces.

Financial Capability Criteria

- 3.2.2.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

- a) net worth as at the end of the most recent financial year (Ref. **Appendix 6**), or
- b) aggregate net cash accruals for the last two (2) completed financial years (Ref. **Appendix 6**).

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

- 3.2.2.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members would be considered for evaluating the financial capability) for the last two (2) financial years.

- 3.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

- 3.2.2.4 In case the Bidder is a Consortium (Type 2), the evaluation of Financial Capability shall be in terms of clause 3.4.1.

(C) Evaluation Criteria for Financial Capability

- 3.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the

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threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria for the Project:

| Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. 6.50 crores;

OR

| The aggregate net cash accruals of the Bidder for the last two financial years shall be at least equal to Rs. 6.50 crores

3.3.2 For the purpose of analysis and evaluation, figures from the latest two audited annual financial statements would be considered.

3.4 Evaluation Criteria for a Consortium

3.4.1 In case the Bidder is a Consortium, for the purpose of evaluation, Lead Members' Financial Capability (Net worth or Net Cash Accruals) should be 100% of the capability criteria as stipulated in this Section 3. Also the Technical Experience Criteria shall be evaluated only for one consortium member.

3.4.2 In case of a Consortium where a Special Purpose Company is to be formed for undertaking the Project, the Lead Member shall commit to hold a minimum equity stake equal to 51% and the other member of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% of SPC for at least 3 years from date of signing of Concession Agreement or date of commissioning of all BQS, whichever is later.

B. Evaluation Methodology

3.5 Opening of Proposal

3.5.1 DTIDCL shall open the envelope labelled "**Part I: Technical Submissions**" on the Proposal Due Date or at an appropriate time on the extended date for submission of Proposals as may be notified, at the venue specified below:

ATTN. OF: The AGM (Works-II)/DTIDCL
ADDRESS: Delhi Transport Infrastructure Development Corporation Ltd.
(DTIDCL)
2nd Floor Maharana Pratap ISBT Building,
Kashmere Gate,
Delhi – 110006
Tel. : 011-23860323
Fax: 011-23865321
Email:- agmw2.dtidc@delhi.gov.in

3.5.2 The above envelope shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.

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3.5.3 The following information shall be announced at the Proposal opening and recorded:

- a) Bidders' names; and
- b) Particulars of the Bid Security.

3.5.4 DTIDCL shall intimate Bidders in case of any change in the date or venue of opening of Part-I of the Proposal.

3.5.5 Proposals marked —WITHDRAWAL accompanied by a valid notice of withdrawal submitted in accordance with Clause 2.23 shall not be opened and shall be returned to the Bidder. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal. If the withdrawal envelope does not contain a valid notice signed by the Authorised Signatory of the Bidder, the corresponding Envelopes marked —MODIFICATION shall be opened and read with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further in the Bidding Process.

3.5.6 Any information contained in the Proposal shall not in anyway be construed as binding on DTIDCL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.6 Test of Responsiveness

3.6.1 Prior to evaluation of Proposals, DTIDCL will determine whether each Proposal is responsive to the requirements of the RFQP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:

- a) It is received by the Proposal Due Date.
- b) It is signed, sealed, and marked as stipulated in Clause 2.19 and 2.20.
- c) It contains the information and documents as requested in the RFQP Document.
- d) It contains information in formats specified in the RFQP Document and other Bidding Documents.
- e) It mentions the Proposal Validity Period as set out in Clause 2.16.
- f) It provides the information in reasonable detail. (Reasonable Detail means that, but for minor deviations, the information can be reviewed and evaluated by DTIDCL without communication with the Bidder). DTIDCL reserves the right to determine whether the information has been provided in reasonable detail.
- g) There are no inconsistencies between the Proposal and the supporting documents.
- h) It is accompanied by the Bid Security as set out in Clause 2.15.
- i) It is in accordance with the other provisions of this RFQP.
- j) Conforms to all terms, conditions of the RFQP without material deviation or reservation.
- k) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
- l) It does not contain any condition or qualification.

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- m) It is accompanied by the Power(s) of Attorney specified in Clause 2.3.3, as the case may be.
- n) It is not non - responsive in terms hereof.

3.6.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the RFQP Document, DTIDCL's rights or the Bidder's obligations under the Concession Agreement, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

3.6.3 DTIDCL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by DTIDCL in respect of such Proposals.

3.7 Evaluation of Technical Submissions

3.7.1 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Part I, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQP Document. The DTIDCL reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 3.6.

3.7.2 Based on evaluation of Technical Submissions, DTIDCL would release a list of Bidders who meet the qualification criteria set out in this RFQP Document for the Project.

3.7.3 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.

3.7.4 DTIDCL shall intimate a date for opening of Price Proposals to all Shortlisted Bidders and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, DTIDCL shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.

3.8 Evaluation of Price Proposal

3.8.1 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.

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3.8.2 The Bidders should submit separate Price Proposal for each zone of the Project in the format set out in **Appendix 12**.

3.8.3 The Proposal of the Bidders for each zone of the Project would be evaluated based on Total Monthly Payment (TMP) for the Zone by the Bidder to DTIDCL to in terms of the Concession Agreement (hereinafter referred as Monthly Fee).

3.8.4 Opening of Price Proposals shall be undertaken zone wise i.e. from zone 1 to zone 3 in that order. Price Proposal of all Shortlisted Bidders shall be evaluated and a separate merit list prepared for each of the three zones for all evaluated Price Proposals with the Bidder quoting the highest TMP shall be given the highest rank of H1. The Bidder quoting the second highest TMP shall be given the second highest rank of H2 and so on. Based on evaluation of Proposals for each of the 3 zones, DTIDCL shall declare the H1 Bidder as the Preferred Bidder for each of the three zones.

3.8.5 In the event that two or more Bidders quote the same highest Total Monthly Fee , DTIDCL may:

i. invite fresh Proposals from such Bidders;

OR

ii. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

3.8.6 DTIDCL may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

3.8.7 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, DTIDCL shall declare the Preferred Bidder as the Successful Bidder.

3.9 Notification

3.9.1 DTIDCL will notify the Successful Bidder for each of the three zones by facsimile and by a letter in the format set out in **Appendix 13** (Draft Letter of Acceptance) that its Proposal has been accepted

3.10 DTIDCL's Right to Accept or Reject Proposal

3.10.1 DTIDCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

3.10.2 DTIDCL reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFQP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

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3.10.3 DTIDCL reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered;
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;
- c) one or more of the pre-qualification conditions have not been met by the Bidder;
- d) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
- e) the Bidder has a Conflict of Interest which effects the Bidding Process;
- f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- g) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, including the Concession Agreement.

3.10.4 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

3.10.5 If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then DTIDCL reserves the right to:

- a) invite the next Highest Bidder for discussions/ negotiations on the basis of the Price Proposal submitted by such Bidder ;

OR

- b) invite fresh Price Proposals from the Bidders;

OR

- c) take any such measure as may be deemed fit in the sole discretion of DTIDCL, including annulment of the Bidding Process.

3.10.6 Based on the outcome of Clause 3.10.5, DTIDCL retains the right to declare such Bidder as the Preferred Bidder for the Project.

3.10.7 Proposals shall be deemed to be under consideration immediately after they are opened until such time the DTIDCL makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means the DTIDCL and/or their employees/representatives on matters relating to the Proposals under consideration.

3.10.8 In case it is found after the issue of the LOA or signing of the Concession Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that :

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- a) one or more of the pre-qualification conditions have not been met by the Bidder;
- b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
- c) the Bidder has a Conflict of Interest which effects the Bidding Process;
- d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- e) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, including the Concession Agreement. Then the LOA or the Concession Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFQP Document, be liable to be terminated by a communication in writing by the DTIDCL to the Successful Bidder without the DTIDCL /GNCTD being liable in any manner whatsoever to the Successful Bidder(s) or Concessionaire(s), as the case may be. In such event, the DTIDCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable and effect of the DTIDCL, without prejudice to any other rights or remedy that may be available to the DTIDCL.

3.11 Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement

3.11.1 On the basis of evaluation of Proposal, DTIDCL shall issue a Letter of Acceptance (LOA) to the Successful Bidder for each of the Three zones. Within three (3) days from the date of issue of the LOA, the Successful Bidders shall accept the LOA and submit to DTIDCL the Acknowledgement Letter in the Format set out in **Appendix - 14**.

3.11.2 The Successful Bidders shall execute the Concession Agreements within one (1) week of the issue of LOA or such time as indicated by DTIDCL.

3.12 Performance Security

3.12.1 The Successful Bidders shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of DTIDCL, as required under the Concession Agreement.

3.12.2 Failure of the Successful Bidders to comply with the requirements of Clause 3.11.2 or Clause 3.12.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the DTIDCL reserves the right to

- (a) either invite the next Highest Bidder to match the Price Proposal of the highest bidder, or
- (b) take any such measure as may be deemed fit in the sole discretion of the DTIDCL, including annulment of the Bidding Process.

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3.13 Bid success Fee

- 3.13.1 Each Successful Bidder shall pay by way of a Demand Draft a sum of Rs.15 lakhs (Rupees Fifteen Lakhs only) per zone plus applicable service tax and education cess in favour of Executive Director, DTIDCL towards success fee at the time of execution of the Concession Agreement.

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APPENDIX: 1 SCHEDULE OF BIDDING PROCESS

DTIDCL would endeavour to adhere to the following schedule:

Sr. No.	Activity Description	Date
	Date of Issue of RFQP	11.05.2017
1.	Pre-proposal meeting	25.05.2017 at 3.00PM
2.	Last date for receiving queries	22.05.2017
3.	The DTIDCL's response to queries latest by	31.05.2017
4.	Proposal Due Date	06.06.2017 at 12.00Noon
5.	Opening of Technical Submissions	06.06.2017 at 12.30 PM
6.	Opening of Price Proposals	Will be intimated in due course

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APPENDIX:2 FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

[On the Letter head of the Proposal (Lead Member in case of Consortium)]

Ref:

Date:

To

AGM (Works-II)
DTIDCL
2nd Floor ISBT Kashmere Gate

Dear Sir,

Re: Marketing Operations and Maintenance of Bus Queue Shelters (BQS) in Delhi, Project

We have read and understood the Request for Qualification and Proposal (RFQP) Document in respect of the Project provided to us by DTIDCL. 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 statement 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 DTIDCL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the DTIDCL 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 / any of the Consortium Members 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 the DTIDCL.
 - (b) I/ We do not have any conflict of interest in accordance with Clause 2.12.4 of the

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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 2.12.7 of the RFQP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the DTIDCL 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 2.12.5 to 2.12.7 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 2.11.2 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 declare that we/ any Member of the Consortium, are/ is not a Member of any [other] Consortium submitting a Proposal for the Project.
12. 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.
13. 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.
14. 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 subscribe equity share capital.
15. 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 the DTIDCL of the same immediately.
16. We acknowledge that members in the Consortium shall hold the minimum shareholding in accordance with the provisions of the RFQP Document. We further agree and 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 the DTIDCL being liable to us in any manner whatsoever.

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17. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the DTIDCL forthwith.
18. We understand that the Consortium may incorporate itself as a Company under the Indian Companies Act, 1956 such prior to execution of the Concession Agreement.
19. 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 the DTIDCL 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.
20. 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.
21. 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 2.12.2 and 2.17.2 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 the DTIDCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
22. The Monthly Fee has been quoted by me/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.
23. I/We confirm our having submitted the Bid Security of Rs. 31,50,000/- (Rupees thirty One lakhs fifty thousand only) to the DTIDCL 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.
24. 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 / Concession is not awarded to me/us or our Proposal is not opened.
25. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFQP document.
26. I/We agree to keep and confirm that our Proposal is valid up-to 6 months from Proposal Due Date.
27. 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.

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Dated thisDay of, 2017.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

- **On the Letterhead of the Bidder or Lead Member of Consortium.**
- **To be signed by the lead member, in case of a Consortium.**

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APPENDIX: 3 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 100/- or such equivalent
document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. /

Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Marketing Operations and Maintenance of Bus Queue Shelters (BQS) in Delhi**, including signing and submission of all documents and providing information / responses to DTIDCL, representing us in all matters before DTIDCL, and generally dealing with DTIDCL in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- **To be executed by the Lead Member in case of a Consortium.**
- **The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.**
- **In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.**

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APPENDIX: 4

FORMAT FOR POWER OF ATTORNEY FOR LEADMEMBER OF CONSORTIUM

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested
by notary public)

Power of Attorney (To be executed by all the members of the Consortium)

Whereas the Transport Department (DTIDCL) has invited proposals from interested parties for:
“Marketing, Operations and Maintenance of Bus Queue Shelters (BQS) in Delhi Project”

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification and Proposal (RFQP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with DTIDCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement(s) is entered into with DTIDCL.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2017.

.....

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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APPENDIX: 5 FORMAT FOR DETAILS OF BIDDER

1. (a) Name
(b) Country of incorporation/registration²
(c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
(d) Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of individual/s who will serve as the point of contact / communication with DTIDCL :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :
5. In case of a Consortium:
 - (a) the information above (1-4) should be provided for all the members of the Consortium.
 - (b) information regarding role of each member should be provided as per table below:

S. No.	Name of Member	Role (Specify Lead Member/Other Member)
1.		
2.		

² Documentary proof of registration.

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APPENDIX:6 FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

(Equivalent in Rs. Crores)

Bidder*	Net Worth	Net Cash Accruals		
		Year 1 (From --- to ----)	Year 2 (From - --- to ----)	Total
Sole Bidder				
		OR		
Lead Member of Consortium				

- * The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- * Any Bidder being a Type 1 Bidder should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.
- * In case the Bidder is a Consortium, Lead Member must satisfy the conditions with regard to Financial Capability as stated Clause 3.2.2.4.

General Instructions:

1. Net Cash Accruals = (Profit After Tax + Depreciation + Non cash Expenses)
2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
3. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2015-16, then Year 2 shall be the year immediately preceding Year 1.
4. The Bidder shall provide complete set of the **audited annual financial statements complete with schedules, notes to accounts, auditor's report**. Failure to do so would be considered as a non-responsive Proposal.
5. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
6. **Financial statements comprising balance sheet complete with all schedules, profit**

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and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.

In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

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APPENDIX: 7
FORMAT FOR EXPERIENCE OF THE BIDDER

Name of the Bidder	No of media spaces	No of days managed since 1 st December 2013	Number of Media days
1	2	3	4 (2 x 3)
Sole Bidder			
OR			
Any one Member of the			
Consortium			

The Bidder shall provide the details of contract for all the media spaces specified above that have been used for calculation of media days above

This is to certify that _____ (*Name of the Bidder*) has marketed operated and maintained number of media spaces for a total number of days as provided in Appendix 7 of the RFQP document.

Signature of the Statutory Auditor of the Bidder

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APPENDIX:8

FORMAT FOR AFFIDAVIT CERTIFYING THAT ENTITY / DIRECTORS OF ENTITY ARE NOT BLACKLISTED

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by DTIDCL or GNCTD or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on Date of call of tender.

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 RFQP Document at any stage of the Bidding Process or thereafter during the Concession Agreement period.

Dated thisDay of, 2017.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

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

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APPENDIX:9 FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent
document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this _____ day of _____ 20 ... at _____ among _____ and having its registered office at _____, (hereinafter referred as _____, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part and _____ and having its registered office at _____, (hereinafter referred as _____, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Transport Department (DTIDCL), has invited Request for Qualification and Proposal (RFQP) from entities interested for development of Bus Queue Shelters (BQs) in Delhi, Project as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall form a Special Purpose Company (SPC) with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Concession Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as specified in the RFQP Document.
3. That M/s _____ and M/s. _____ who are Members of the Consortium commit to hold the equity stakes in the SPC which are in line with the requirements of RFQP Document.
4. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document and the Concession Agreement that will be executed if the Project is awarded to us.
5. That the Parties shall carry out all obligations and responsibilities in terms of the Concession Agreement.

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6. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
7. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.
8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project.
9. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party

Witness:

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APPENDIX:10 FORMAT OF NON-COLLUSION CERTIFICATE

Non -Collusion Certificate (on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2017.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.

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APPENDIX:11 FORMAT OF BID SECURITY

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter 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 Executive Director, Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL), having its office at 2nd Floor ISBT Kashmere Gate, Delhi which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

- A. M/s. _____, a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as the **(Bidder)** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for Marketing, Operations and Maintenance of _____ BQSS, Zone _____ on PPP basis in Delhi, Project of Bus Queue Shelters (BQSS) in Delhi on Annuity basis (hereinafter referred to as the **(Project)**).
- B. In terms of Clause 2.15 of the Request for Qualification and Proposal Document dated _____ issued in respect of the Project (hereinafter referred to as the **(RFQP Document)**) the Bidder is required to furnish to Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL), an unconditional and irrevocable Bank Guarantee for an amount of Rs. 31,50,000/- (Rupees thirty One lakh fifty thousand only) as Bid Security.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to Executive Director, Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) an amount not exceeding Rs. 31,50,000/- (Rupees thirty One lakh fifty thousand only) within five (5) days of receipt of a written demand from DTIDCL calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 2.15.5 of the RFQP Document.
- b) Any such demand made on the Guarantor by Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) is disputed by the Bidder or not.
- d) This Guarantee shall be unconditional and irrevocable and remain in full force for a

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period of 6 months or for such extended period as may be mutually agreed between Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) 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 RFQP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) against the Bidder or any indulgence shown by Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) or any indulgence by Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, 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 Mr. _____

its _____ and authorised official.

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APPENDIX:12
FORMAT OF PRICE PROPOSAL
For Zone No – “Specify Zone No”

Date :

To

ATTN. OF: The AGM (Works-II)/DTIDCL

ADDRESS: Delhi Transport Infrastructure Development Corporation Ltd.

(DTIDCL)

2nd Floor Maharana Pratap ISBT Building,

Kashmere Gate,

Delhi – 110006

Tel. : 011-23860323

Fax: 011-23865321

Email:- agmw2.dtidc@delhi.gov.in

Re: Marketing, Operations and Maintenance of BQSS on PPP basis in Delhi, Project

We are pleased to submit our Price Proposal for the Marketing, Operations and Maintenance of BQSS on PPP basis in Delhi, Project. 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 Total Monthly Payment shall be as follows:

Zone	Total Monthly Payment (in figures)	Total Monthly Payment (in words)
Zone No. (as the case may be)		

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

In case of any increase in the number of Bus Queue Shelters respective rate for each zone for each shelter would be applicable

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

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Document, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the proposed location of BQSs and all the conditions that may affect the Proposal.

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- **On the Letterhead of the Bidder or Lead Member of Consortium.**
- **To be signed by the Lead Member, in case of a Consortium.**
- **In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.**
- **This Appendix 12 (Price Proposal) shall be submitted separately for each of the different 3 Zones(for those bidders who intend to submit the Price Proposal for more than one zone)**

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APPENDIX:13
FORMAT FOR DRAFTLETTER OF ACCEPTANCE (TO BE ISSUED BY DTIDCL)

Date :

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____ ,

Subject: Letter of Acceptance for Marketing, Operations and Maintenance of Bus Queue Shelters (BQSs) in Delhi Project, Zone _____

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 Delhi Transport Infrastructure Development Corporation Ltd. (DTIDCL) on ____ {date of release of RFQP}.
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by DTIDCL 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. DTIDCL, is now pleased to inform that _____ has been selected as the Successful Bidder for Marketing, Operations and Maintenance of Bus Queue Shelters in Delhi, Project, Zone _____.
5. This letter is intended to convey DTIDCL'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 Total Monthly Payment of Rs _____ (Rupees _____) 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) To incorporate an SPC in terms of clause 2.2.4.1 of the Request for Qualification and Proposal Document, where necessary;
 - (b) Execution of the Concession Agreement;

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- (c) 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 three months Total Monthly Payment payable to DTIDCL for each Zone , in terms of the draft Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with DTIDCL. 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,

AGM (Works-II)
DTIDCL, 2nd Floor ISBT Kashmere Gate
Delhi-110006

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APPENDIX:14
**FORMAT OF ACKNOWLEDGEMENT LETTER OF ACCEPTANCE (TO BE
SUBMITTED BY SUCCESSFUL BIDDER TO DTIDCL)**

Date : (Within three (3) days of date of LOA)

To

AGM (Works-II)

DTIDCL, 2nd Floor ISBT Kashmere Gate

Delhi-110006

Subject: Acknowledgement of Letter of Acceptance – Marketing, Operations and Maintenance of Bus Queue Shelters (BQSs) in Delhi, Project, Zone _____

We are pleased to acknowledge the Letter of Acceptance issued by DTIDCL vide their letter Ref. dated for the Marketing, Operations and Maintenance of Bus Queue Shelters in Delhi, Project, Zone _____.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within one (1) week of the date of the LOA:

1. Incorporate an SPC, where required
2. Execute the Concession Agreement
3. Furnish a Performance Security of the amount of Rs. _____ as per the terms of the Concession Agreement
4. Further, the SPC/ Successful Bidder should confirm that :
 - 4.1 the SPC/ Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the DTIDCL or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The DTIDCL makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the DTIDCL in this regard.

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4.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in Para-1 above and hereby acknowledges and agrees that the DTIDCL shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members or any person claiming through or under any of them.

.....

Name of Successful Bidder/Lead Member

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- **On the Letterhead of the Bidder or Lead Member of Consortium.**
- **To be signed by the Lead Member, in case of a Consortium.**

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APPENDIX:15 FORMAT OF AFFIDAVIT

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, _____ son of _____ resident of _____
having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare
as under :

That whereas, I have submitted a proposal for Marketing, Operations and Maintenance of Bus
Queue Shelters in Delhi, Project.

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as
accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any
information requested by the DTIDCL to verify any pertinent information deemed necessary
and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be
required by DTIDCL.

The undersigned also understands that furnishing of false information could result in
disqualification of his company (the Consortium, in case Bidder is a Consortium) for the
Project, and if so awarded, DTIDCL shall withdraw the LOA or terminate the Concession
Agreement, as the case may be, without being liability in any manner.

Dated thisDay of, 2017.

.....Name of the Bidder
.....Signature of the Authorised Person
.....Name of the Authorised Person

Note:

- **To be executed separately by all the Members in case of Consortium.**

APPENDIX:16

GUIDELINES OF THE DEPARTMENT OFDISINVESTMENT

APPENDIX – V¹²

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

¹² These guidelines may be modified or substituted by the Government from time to time.

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- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

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ENCLOSURE 1: LIST OF BUS QUEUE SHELTERS LOCATION BQS DETAILS

Description	Number of Shelters
Zone 2	137*
Zone 4	148*
Zone 5	146*
Total	431*

*The above number is indicative, subject to change.

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DETAILED LIST OF 431* BQS

137*BQS site List (Zone-2)

S. No.	Name of BQS	WPT
1	CRPF Camp	Okhla Ph-I
2	CRPF Camp	Tara apartment
3	DDA Kalkai Ext.	Tara Apartment
4	DDAKalkaji Ext.	Okhla Ph-I
5	T.B.Extension	Tara Apartment
6	B-Block Kalkaji	Govind Pu;ri
7	B-Block Kalkaji	Nehru Place
8	Desh bandu College	Govind puri
9	Desh Bandu College	Neharu Place
10	G-Block Kalkaji	Govind Puri
11	Nehru Place (Terminal)	In Side Terminal
12	Nehru Place (Terminal)	In Side Terminal
13	Nehru Place (Terminal)	In Side Terminal
14	Nehru Place (Terminal)	In Side Terminal
15	Nehru Place (Terminal)	In Side Terminal
16	Nehru Place (Terminal)	In Side Terminal
17	DDA Flat Kalkaji	Govind Puri
18	Govind Puri	Majidia Hospital
19	Govind Puri	Majidia Hospital
20	Guru Ravi Dass Mandir	Govind Puri
21	Guru Ravi Dass Mandir	Majidia Hospital
22	Hamdard LibRARY	Govind Puri
23	Hamdard LibRARY	Majidia Hospital
24	Majidia Hospital	Govind Puri
25	Majidia Hospital	Majidia Hospital
26	Tara apartment	Govind Puri
27	Tara Apartment	Majidia Hospital
28	Ali Village	Ashram
29	Ali Village	Badarpur
30	Apolo Hospital	Ashram
31	Apolo Hospital	Badarpur
32	Ashram	Badarpur
33	Ashram	Badarpur
34	CRRI	Ashram
35	CRRI	Badarpur
36	Hal di Ram	Badarpur
37	Harkesh Nagar	Ashram
38	Harkesh Nagar	Badarpur

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39	Ishwar Nagar	Ashram
40	Ishwar Nagar	Ashram
41	Kalka Mor	Ashram
42	Kalka Mor	Badarpur
43	Madanpur Khadar	Ashram
44	Madanpur Khadar	Badarpur
45	Maruti Factory	Ashram
46	New Friends Colony	Ashram
47	Okhla Tank	Ashram
48	Okhla Tank	Badarpur
49	Onida Factory	Ashram
50	Onida Factory	Badarpur
51	Sarita Vihar	Ashram
52	Sarita Vihar	Badarpur
53	Sukhdev Vihar Depot	Ashram
54	Sukhdev Vihar Depot	Badarpur
55	DDA Flat Kalkaji Mkt.	CR Park
56	DDA Flat Kalkaji Terminal	Terminal
57	G.K. Part-I (E- Block)	-
58	L S R Collage	L S R Collage
59	Sapna Cinema	Garhi Village
60	Sapna Cinema	L S R Collage
61	Govind Puri	Govind Puri
62	Govind Puri	Kalkaji Depot
63	Jal Vihar (T)	In side Terminal
64	Jal Vihar (T)	In side Terminal
65	Jal Vihar (T)	In side Terminal
66	Jal Vihar (T)	In side Terminal
67	Lajpat Nagar (DJB)	Jal Vihar
68	Lajpat Nagar (DJB)	Ring Road
69	Batla House	Okhla (Terminal)
70	Jamia College	Holy Family
71	Okhla Terminal	Batla House
72	Okhla Terminal	Batla House
73	Sarita Vihar A-Block	DDA Road
74	Sukhdev Vihar	NSIC
75	C Lal Chowk	C Lal Chowk
76	C Lal Chowk	C Lal Chowk
77	Alaknanda Appratment	Savitri Cinema
78	Alaknanda Appratment	Tara apartment
79	C.R Park	Savitri Cinema
80	C.R Park	Tara Apartment

Delhi Transport Infrastructure Development Corporation Ltd. (An Enterprises of GNCTD)	Request for Qualification and Proposal Document
Marketing, Operations and Maintenance of BQS on PPP basis	

81	C.R Park Mkt.-II	Tara apartment
82	C.R Park Mkt-I	Tara apartment
83	Tara apartment	Savitri Cinema
84	Tara apartment	Savitri Cinema
85	Khichripur	Akshardham Mandir
86	Khichripur	Gajipur
87	Ashirwad Apartment	Hasan Pur Depot
88	Ashirwad Apartment	Mother Dairy
89	Balco Apartment	Mother Dairy
90	Chander Vihar	Hasan Pur Depot
91	Chander Vihar	Mother Dairy
92	Dharama Apartment	Mother Dairy
93	Dharma Apartment	Hasan Pur Depot
94	Govt. Modal School	Hasan Pur Depot
95	Govt. Modal School	Mother Dairy
96	Himalaya Apartment	Hasan Pur Depot
97	Himalaya Apartment	Mother Dairy
98	Mother Dairy Xing	Hasan Pur Depot
99	Mother Dairy Xing	Mother Dairy
100	Neethi Apartment	Hasan Pur Depot
101	Neethi Apartment	Mother Dairy
102	Parivar apartment	Hasan Pur Depot
103	Parivar Apartment	Mother Dairy
104	Press Apartment	Hasan Pur Depot
105	Press Apartment	Mother Dairy
106	Prince Apartment	Mother Dairy
107	Ras Vihar	Hasan Pur Depot
108	Ras Vihar	Mother Dairy
109	Saraswati Kunj	Hasan Pur Depot
110	Saraswati Kunj	Mother Dairy
111	Vijay laxmi Apartment	Hasan Pur Depot
112	Vijay Laxmi apartment	Mother Dairy
113	Arjun Nagar	Gaji Pur
114	Arjun Nagar	Shahdara
115	East Azad Nagar	Gaji Pur
116	East Azad Nagar	Shahdara
117	East Krishna Nagar	Shahdara
118	Hans Apartment	Gaji Pur
119	Hans Apartment	Shahdara
120	Hasanpur Depot	Gaji Pur
121	Hasanpur Village	PPG
122	Hasanpur Village	Shahdara

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123	Jagat Puri A Block	Gaji Pur
124	Jagat Puri A Block	Shahdara
125	Jagat Puri F-1 Block	Shahdara
126	Jagat Puri F-Block	Gaji Pur
127	Jharkhand	Gazi Pur
128	Jharkhand	Shahdara
129	Kanti Nagar Ext.	Gaji Pur
130	Kanti Nagar Ext.	Shahdara
131	Krishna Nagar A Block	Gaji Pur
132	Radhey Puri	Gaji Pur
133	Radhey Puri	Shahdara
134	Swarn Cinema	Gaji Pur
135	Swarn Cinema	Shahdara
136	Surya Nagar	Gazipur
137	Surya Nagar	Shahdara Depot

* The above list is indicative and subject to change

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148*BQS site List (Zone-4)

S. No.	Name of BQS	WPT
1.	Ram Mandir, D Blcok	Vivek Vihar
2.	Mahila College	Vivek Vihar
3.	Vivek Vihar	Vivek Vihar
4.	Vivek Vihar	Vivek Vihar
5.	Bara Bagh	Ghanta Ghar
6.	Gujrawala Town	Ghanta Ghar
7.	Gurudwara Nanak Pio	Azadpur
8.	Gurudwara Nanak Pio	Ghanta Ghar
9.	Harmilap Mission Ashram	Ghanta Ghar
10.	Rana Pratap Bagh	Azadpur
11.	Rana Pratap Bagh	Ghanta Ghar
12.	SBI Colony	Azadpur
13.	SBI Colony	Ghanta Ghar
14.	Telephone Exchange	Azadpur
15.	Telephone Exchange	Ghanta Ghar
16.	Har Gobind Enclave	ITO
17.	Har Gobind Enclave	Ram Vihar
18.	Jagriti Enclave	Ram Vihar
19.	Ram Vihar	ITO
20.	Saini Enclave	ITO
21.	Saini Enclave	Ram Vihar
22.	Dilshad Garden GT Rd.	ISBT
23.	Jhil Mil Xing	ISBT
24.	Shahdara Border	ISBT
25.	Shastri Park	ISBT
26.	Shastri Park	Shahdara Depot
27.	Shastri Park (Metro Depot)	ISBT
28.	Shastri Park (Metro Depot)	Shahdara Depot
29.	Shyam Giri Mata Mandir	ISBT
30.	Shyam Giri Mata Mandir	Shahdara Depot
31.	Telephone Exchange	Shahdara Depot
32.	Welcome Colony	ISBT
33.	Welcome Colony Metro Station	ISBT
34.	B-Block Yamuna Vihar	Border
35.	B-Block Yamuna Vihar	Wazirabad
36.	C-Block Yamuna Vihar	Border
37.	C-Block Yamuna Vihar	Wazirabad
38.	Dr.B Rambedkar College	Wazirabad
39.	Gokul Puri	Border

Delhi Transport Infrastructure Development Corporation Ltd. (An Enterprises of GNCTD)	Request for Qualification and Proposal Document
Marketing, Operations and Maintenance of BQS on PPP basis	

40.	Guru Nanak Sar	Wazirabad
41.	Guru Nanak Sar	Wazirabad
42.	Wazirabad X-ing	Border
43.	Wazirabad X-ing	Wazirabad
44.	Yamuna Vihar(Brij Pur)	Wazirabad
45.	Ali Pur	Shingu Border
46.	AMPC	G.T.Karnal
47.	AMPC	Shingu Border
48.	Bakoli Xing	G.T.Karnal
49.	Bakoli Xing	Shingu Border
50.	BDO Office	Shingu Border
51.	Budh Pur	G.T.Karnal
52.	Budh Pur	Shingu Border
53.	Gurudwara	G.T.Karnal
54.	Gurudwara	Shingu Border
55.	Jain Mandir	G.T.Karnal
56.	Jain Mandir	Shingu Border
57.	Khampur	G.T.Karnal
58.	Khampur	Shingu Border
59.	Libas Pur	G.T.Karnal
60.	Libas Pur	Shingu Border
61.	Nangli Puna	G.T.Karnal
62.	Nangli Puna	Shingu Border
63.	PWD Office Ali Pur	Shingu Border
64.	Sanjay Gandhi Tpt Nagar	Shingu Border
65.	Sanjay Gandhi Tpt. Nagar	Shingu Border
66.	Shani Dham Mandir	G.T.Karnal
67.	Shani Dham Mandir	Shingu Border
68.	Shingu Border	G.T.Karnal
69.	Shingu Border	G.T.Karnal
70.	Shingu Village	G.T.Karnal
71.	Shingu Village	Shingu Border
72.	Swaroop Nagar	G.T.Karnal
73.	Swaroop Nagar	Shingu Border
74.	Kali Mandir	ITO
75.	Bal Bhavan	CP
76.	Kali Mandir	CP
77.	Deen Dayal Upadhyay Marg	CP
78.	Deen Dayal Upadhyay Marg	ITO
79.	Govt. Sr. Sec. School	ITO
80.	Bal Bhavan	ITO
81.	Mori Gate	

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82.	Mori Gate	
83.	Mori Gate	
84.	Mori Gate	
85.	Mori Gate	
86.	Mori Gate	
87.	G. P. O.	ISBT
88.	G.G.S.Indraprastha University	GPO
89.	G.G.S. Indraprastha University	ISBT
90.	Majnu Ka Tila	ISBT
91.	Majnu Ka Tila	Wazirabad
92.	Metcalf House	ISBT
93.	Metcalf House	Wazirabad
94.	PWD Office	ISBT
95.	Rly. Station	Fateh Puri
96.	Rly. Station	Fateh Puri
97.	Rly. Station	Fateh Puri
98.	Rly. Station	Fateh Puri
99.	Rly. Station	Fateh Puri
100.	Rly. Station	Fateh Puri
101.	Rly. Station	Fateh Puri
102.	Rly. Station	Fateh Puri
103.	Ludlow Castle	ISBT
104.	Alpana Cinema	Azad pur
105.	Alpana Cinema	GTB Ngr.
106.	Azad pur	Azad pur
107.	Azad pur	Azad pur
108.	Azad pur	GTB Ngr
109.	Azad pur	GTB Ngr.
110.	GTB Ngr.	Azad pur
111.	GTB Ngr.	ISBT
112.	Model Town-II	Azad pur
113.	Model Town-II	GTB Ngr.
114.	Model Town-III	Azad pur
115.	Model Town-III	GTB Ngr.
116.	New Police Line.	Azad pur
117.	New Police Line.	GTB Ngr.
118.	Nityanand Marg.	ISBT
119.	Nityanand Marg.	ISBT
120.	Nityanand Marg.	Tis Hazari
121.	Nityanand Marg.	Tis Hazari
122.	St. Stephen Hospital	ISBT
123.	Babu Jagjivan Ram Hospital	ISBT

Delhi Transport Infrastructure Development Corporation Ltd. (An Enterprises of GNCTD)	Request for Qualification and Proposal Document
Marketing, Operations and Maintenance of BQS on PPP basis	

124.	Babu Jaggiwan Ram Hospital	GTK
125.	Bhalaswa Xing	GTK
126.	Bhalaswa Xing	ISBT
127.	Burrari Xing	GTK
128.	Burrari Xing	ISBT
129.	Ghandi Vihar	GTK
130.	Ghandi Vihar	ISBT
131.	Gopal Pur Xing	GTK
132.	Gopal Pur Xing	ISBT
133.	CV Raman ITI	ISBT
134.	CV Raman ITI	GTK
135.	Mukand Pur Xing	GTK
136.	Mukand pur Xing	ISBT
137.	Mukarba Chowk	GTK
138.	Mukarba Chowk	GTK
139.	Mukarba Chowk	ISBT
140.	Mukarba Chowk	ISBT
141.	Tis Hazari	Baraf Khana
142.	Tis Hazari	ISBT
143.	P.W.D. Office	G.T.K.
144.	Seelampur (Metro Stn.)	Shadhara
145.	Welcome Colony Metro stn.	Shadhara
146.	Seelampur (Metro Stn.)	ISBT
147.	Ajit Nagar	ISBT
148.	Dharampura	ISBT

* The above list is indicative and subject to change

Delhi Transport Infrastructure Development Corporation Ltd. (An Enterprises of GNCTD)	Request for Qualification and Proposal Document
Marketing, Operations and Maintenance of BQS on PPP basis	

146*BQS site List (Zone-5)

S. No.	Name of BQS	WPT
1.	Aggarsain Hospital	Punjabi Bagh
2.	Aggarsain Hospital	Peera Garhi Chowm
3.	Ashok Vihar Xing	Dhaura Kuan
4.	Avtar Enclave(New Multan Nagar Paschim Vihar	Peera Garhi Chowm
5.	B Block Mangol Puri	Peera Garhi
6.	B Block Mangol Puri	GTK
7.	B-3 Keshav Puram	Azad Market
8.	B-4 Keshav Puram	Azad Market
9.	B-4 Keshav Puram	Ring Rd
10.	Badli Xing	Peera Garhi
11.	Badli Xing	GTK
12.	C-BlockVikas Puri	Uttam Nagar
13.	Zakhira	Moti Nagar
14.	CRPF Keshav Puram Vill.	Vikas Puri
15.	Saraswati Vihar	Peeragarhi
16.	Dholi Piao	Tilak Nagar
17.	Dholi Piao	Uttam Nagar
18.	District Centre	Tilak Nagar
19.	District Centre Janak Puri	Distt. Centre
20.	District Centre Janak Puri	Peera Garhi
21.	E S I Hospital	Azad pur
22.	E S I Hospital	Dhaura Kaun
23.	East Punjabi Bagh	Dhaura Kaun
24.	Gurudwara Vikas Puri	Uttam Nagar
25.	Gurudwara Vikas Puri	Vikas Puri
26.	H-3 Vikas Puri	Uttam Nagar
27.	Haider Pur (Water Works)	Peera Garhi
28.	Inder Lok	Azad Market
29.	Inder Lok	Keshav Puram
30.	J-BlockVikas Puri	Uttam Nagar
31.	J-BlockVikas Puri	Vikas Puri
32.	JD Block Pitam Pura	Rohini Sec.24
33.	JD Block Pitam Pura	Subhash Place
34.	JG-3 Vikas Puri	O.Ring Rd.
35.	K.P.Depot	Distt. Centre
36.	K.P.Depot	Peera Garhi
37.	Kali Mandir	GTK
38.	Kali Mandir	Peera Garhi
39.	Navbharat	Motibagh

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Marketing, Operations and Maintenance of BQS on PPP basis	

40.	Campacola	Motibagh
41.	Kanhiya Nagar	Azad Market
42.	Karam Pura Terminal	Dayal Chowk
43.	Karam Pura Terminal	Dayal Chowk
44.	Karam Pura Terminal	Moti Nagar
45.	Karam Pura Terminal	Moti Nagar
46.	Karam Pura Terminal	Moti Nagar
47.	Kohat Enclave (Metro Stn.)	Subhash Place
48.	Krishna Park	Distt. Centre
49.	Krishna Park	Peera Garhi
50.	Madhuban Chowk	Subhash Place
51.	Madhuban Chowk	Rohini Sec.24
52.	Madi pur JJ Colony	Peera Garhi Chowm
53.	Madi Pur JJ Colony	Punjabi Bagh
54.	Madi Pur Village	Peera Garhi Chowm
55.	Madi Pur Village	Punjabi Bagh
56.	Major Bhupinder Singh Ngr	Distt. Centre
57.	Major Bhupinder Singh Ngr	Peera Garhi
58.	Mangol Pur School	GTK
59.	Manohar Nagar	Distt. Centre
60.	Manohar Nagar	Peera Garhi
61.	M-BlockVikas Puri	Uttam Nagar
62.	Meera Bagh	Distt. Centre
63.	Meera Bagh	Peera Garhi
64.	Meera Bagh Apartment	Distt. Centre
65.	ESI DISPENSARY	Peera Garhi
66.	Mukarba Chowk	Peera Garhi
67.	Mukarba Chowk	Peera Garhi
68.	Multan Nagar	Peera Garhi Chowm
69.	Multan Nagar	Punjabi Bagh
70.	ND Block Pitam Pura	Subhash Place
71.	NDBlock Pitam Pura	Rohini Sec.24
72.	New Moti Nagar (B-Block)	Ring Rd./Dayal Chowk
73.	New Multan Nagar	Punjabi Bagh
74.	Ordinance Depot	Punjabi Bagh
75.	Oxford School	Vikas Puri
76.	P.S.Vikas Puri	Uttam Nagar
77.	P.S.Vikas Puri	Vikas Puri
78.	Partap Nagar M.Stn.	Keshav Puram
79.	Paschim Vihar (Mkt.)	Peera Garhi Chowm
80.	Paschim Vihar(Super Bazar)	Punjabi Bagh
81.	Peera Garhi Chowk	Peera Garhi Chowm

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82.	Peera Garhi Depot	Peera Garhi Chowm
83.	Peera Garhi Depot	Distt. Centre
84.	Pitam Pura (BV Block)	Peera Garhi
85.	Pitam Pura (RU Block)	GTK
86.	Haider Pur (Water Works)	GTK
87.	ESI DISPENSARY	Zakhira
88.	Power House	Peera Garhi
89.	Prem Bari Pul	Azadpur
90.	Prem Bari Pul	Dhaura Kuan
91.	Punjabi Bagh	Azad pur
92.	Punjabi Bagh Club	Azad pur
93.	Punjabi Bagh Club	Dhaura Kaun
94.	Punjabi Bagh Terminal	Dayal Chowk
95.	Punjabi Bagh Terminal	Dayal Chowk
96.	Punjabi Bagh Terminal	Ring Road
97.	Punjabi Bagh X-ing	Azad pur
98.	Punjabi Bagh X-ing	Dhaura Kaun
99.	Pushpanjali Enclave	GTK
100.	Rajdhani College	Azad pur
101.	Rajdhani College	Dhaura Kaun
102.	Ramesh Nagar	Raja Garden
103.	Rohini Depot-III	GTK
104.	Campacola	zakhira
105.	Saraswati Vihar	GTK
106.	Shakur Pur Village / Shiv Mandir	Azad pur
107.	Shakur Pur Village / Shiv Mandir	Dhaura Kaun
108.	Shakur Pur X-ing / Bartania	Azad pur
109.	Shalimar Bagh Xing	Dhaura Kuan
110.	Shalimar Bagh/ Richi Rich	Dhaura Kuan
111.	Shanti Nagar	Azad Market
112.	Shanti Nagar	Keshav Puram
113.	Shastri Ngr. 'E'Block	AzadMarket
114.	Shastri Ngr. Metro Stn.	Azad Market
115.	Shastri Ngr.Shiv Mandir	AzadMarket
116.	Shastri Ngr.Shiv Mandir	Keshav Puram
117.	Shivaji College	Peera Garhi Chowm
118.	Shivaji College	Punjabi Bagh
119.	SPM College	Peera Garhi Chowm
120.	SPM College	Punjabi Bagh
121.	Subhash Place	Rohini Sec.24
122.	Subhash Place	Rohini Sec.24

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123.	Subhash Place	Subhash Place
124.	Sunder apartment	Distt. Centre
125.	Sunder Appartment	Peera Garhi
126.	DCM Chemical	Distt. Centre
127.	ND/DP Block Pitam Pura	Peera Garhi
128.	Telephone exchange	Azad pur
129.	Uttam Nagar Terminal	In side Terminal
130.	Uttam Nagar Terminal	In side Terminal
131.	Uttam Nagar Terminal	In side Terminal
132.	Uttam Nagar Terminal	In side Terminal
133.	Uttam Nagar Terminal	In side Terminal
134.	Uttam Nagar(T)	Tilak Nagar
135.	Pitam Pura (BV Block)	GTK
136.	Vidya Vihar	GTK
137.	Vikas Puri Xing	Tilak Nagar
138.	Vikaspuri xing	Uttam Nagar (In Ring Road)
139.	Vikaspuri xing	Uttam Nagar (Out side)
140.	Vill.Budella Opp. C-Block	Vikas Puri
141.	Wazir pur (Subash Place)	Azad pur
142.	Wazir pur Depot (D-Mall)	Azad pur
143.	West Encalve	Peera Garhi
144.	West Enclave	GTK
145.	West Enclave	Ordiance Factory
146.	West Enclave	Outer Ring Road

* The above list is indicative and subject to change.