

SUBJECT:-DESIGNING, PROVIDING, INSTALLATION AND MAINTENANCE OF STREET FURNITURE AND MECHANIZED HOUSEKEEPING & MAINTENANCE OF PUBLIC PLAZA, PUBLIC CORRIDOR, PARKING AREA, PLANTER, FOOTPATH, SUBWAY & TOILET IN CONNUAGHT PLACE ON DBOT BASIS.

REPLIES TO THE QUERIES RAISED IN PRE-BID MEETING HELD ON 11.10.2013

S.No.	Queries	Suggestions / Clarifications	Reply
QUERIES FROM M/S TIMES OOH			
1.	Sub-letting/ outsourcing of the O&M and housekeeping will not be allowed. [Clause 2.9 (a)].	It is suggested that outsourcing through concessionaire's vendors should be allowed with primary responsibility on the concessionaire.	The outsourcing of the O&M and housekeeping is not allowed.
2.	The entire work (i.e. installation work & O&M work have to be completed within 6 months from the signing date of the agreement including testing time. [Clause 2.10 (a)].	It is unclear if all the sites (clear of any local issues) will be handed over on the same date or in the phased manner. However, 6 months is too less for doing the entire work and should be extended on a case to case basis.	Case to case basis completion period in phase manner is not possible. The Clause 2.10 (b) may also be referred.
3.	There is no exclusivity if NDMC can give right to any new party on other existing advertising formats like BQs, one public toilet and one garbage station etc. (Clause 2.35).	It is not clear as to why BQs, one public toilet and one garbage station, etc. are not the part of this RFP. Also, it is suggested that prior consent of the concessionaire should be taken on the exception mentioned under (a), (b) & (c) of this clause 2.35 as it may affect the profitability and viability of the project hereunder.	The suggestion is not accepted due to existing contracts/ functional requirements.
4.	Performance SD of Rs. 2 crores will be returned after completion of the project on expiry of the Concession period. Concessionaire has to replenish the same in case of any encashment of the	The events on which concessionaire need to replenish the Performance SD is unclear. Also Concessionaire should be given an opportunity of being heard before making adjustments in the performance SD.	Already clarified in RFP in detail. No change is allowed. Article No.16 is enclosed for reference.

S.No.	Queries	Suggestions / Clarifications	Reply
	performance SD during the Concession period, failing which NDMC shall be entitled to terminate this Agreement. (Clause 2.37).		
5.	Only NDMC can terminate/ revoke/ cancel the agreement on account of breach by Concessionaire. (Clause 2.40).	It is suggested that even concessionaire should be given similar rights to terminate/ revoke/ cancel the agreement.	Please read the clause 2.39 and 2.40 carefully. Similar right is given to both the parties.
6.	All disputes shall be referred to the sole arbitrator appointed by Director, NDMC	It is suggested that the arbitrator should be a neutral person and hence both parties should mutually nominate such neutral person not being the employee or officer of NDMC.	A sole Arbitrator shall be appointed by NDMC, such neutral person not being the employee of NDMC.
7.	DMRC and Railway advertisement continue to exist or removed.		No further advertisement is allowed. However action against illegal advertisement will be taken as per legal provision(s) in force at that time.
QUERIES FROM M/S PRABHATAM			
1.	For participating in tender, there is any qualifying round? When we will have to submit eligibility criteria documents, Technical Bid, EMD & Financial Bid?		The bidding system is already defined in RFP. Refer Para 1.2.
2.	Please provide the list of existing facilities to be upgrade?		The list of existing facilities is already given in RFP and the same can be visited for evaluation before bidding. Para 1.1.2.
3.	Please provide Schedule H.		Schedule H is enclosed and is now available on website.

S.No.	Queries	Suggestions / Clarifications	Reply
4.	In case of water supply the tube-well is to be done, location and distance will be 10 M from the facilities	The location of the tube-well and arrangement of the water for cleaning has to be clarified.	Water is to be arranged by Concessionaire at its own. Normally tube well is not allowed in NDMC area. However, the Concessionaire can apply for taking permission for tube well from the competent authority and use tube well on getting the permission.
5.	Total scope of civil work for existing furniture and facility may be identify by NDMC and detailed provide to us.	We have to define the facilities available and permitted and not possible.	All the existing furniture of NDMC area are in running condition and the same can be visited for evaluation before bidding. The further option depends upon Concessionaire.
6.	At what stage the design of street furniture will be submit?		It is part of technical bid and will be submitted at bid stage.
7.	Please provide the size of Litter bin.		Size and design of litterbin will be depend on concessionaire, but capacity of litterbin will not be less than 20 liters each.
8.	Please clarify the points 'C' on page 54.		The repair work shall be as per CPWD specification, except major or special repair work as specified in CPWD maintenance manual.
9.	Which stage we will submit the Electrical Contractor Lincense, Cess registration & Registration with concerned authorities of Labour Department Registration		For details, refer Clause 3.1.

S.No.	Queries	Suggestions / Clarifications	Reply
	Certificate submission?		
10.	Which stage we will submit details of Manpower deployment, Machine & equipments, design & O&M Plan?		As part of technical bid.
11.	Which type of other taxes will be pay by agency?		As applicable from time to time.
12.	What is the size of the standing panels?		The size shall be with respect to the maximum permissible Advertising area i.e. 2 sqm as specified in RFP and design is to be approved before installation.
13.	What is the use of the multi-purpose booths?		To be decided by NDMC as per requirement, as the NDMC shall have the right on the space.
14.	Extend of repair of the toilets.	The extend of repair and maintenance for existing toilets that should be define.	Already answered at Sl. No.(8) above.
15.	Beyond this advertisement other advertisement may be allowed.	Other commercial activities has to be defined (Clause 2.7)	No other advertisement and commercial activity shall be allowed during the concession period.
16.	Area and location of offices and storage to be provided.		About 100sqm area will be available around Connaught Place area for storage and office space.
QUERY RAISED BY SH. AMRIT PAL SINGH & SH. S.L.H. RIZVI OF M/s ADWELL & M/s BVG INDIA LTD.			
1.	Proper for financial bids comparison the financial bids should be in absolute from i.e. in Rs instead of percentage.	NDMC can get several crores by adopting this system. In percentage tender comparison of revenue is not in fair terms. Company offering higher	No change. Financial bids will be as per Appendix – F1.

S.No.	Queries	Suggestions / Clarifications	Reply
		percentage can give very less revenue and companies offering lesser percentage can give very high revenue.	
2.	What are the free standing panels?		Standing panels are advertisement boards/ information panels mounted on vertical support. Detail is at E.4.1.1 (Sl. No.3) of RFP.
QUERIES FROM M/S JCDecaux			
1.	The concession period is for 15 years on DBOT basis [Clause 1.1 (1.1.1) Concession Period]	It is brought to your notice that the Bus Shelter project in NDMC area is for a period of 15+5 years. In case of the Street Furniture Project in Connaught Place the Capital investments are way too high along with the enormous operating costs. Therefore, the concession period for this project should be 15+5 renewable=20years.	No change, fixed period only.
2.	The minimum concession fees is INR 5 lakhs per month with an increase of 10% every year on the previous year fee [Clause 3.1 (3.3.1) point c Concession Fees]	The escalation of minimum concession fee should be at par with the bus shelter project at NDMC which is 5% keeping in mind the huge investments for the Connaught Place Project along with the huge operating costs involving huge manpower.	No change.

S.No.	Queries	Suggestions / Clarifications	Reply
3.	Exclusive Rights (Clause 2.35)	Clarification is sought on the following:- a) How many ongoing contracts are currently in place and what is the duration of those contracts and when their contracts come to an end.	One BQS, two toilets and one garbage station are part of other existing contracts. These will be going to expire at different time. The latest contract will end by 2027. These have been excluded from the present contract.
		b) Please clarify on the status of the existing hoardings on DMRC properties which fall within the project area including the entry exists of metro station in the inner circle, ads on the roof top of the metro station elevators and DMRC's auxiliary buildings.	At present some of these have been removed. No further advertisement is allowed. However action against illegal advertise-ment will be taken as per legal provision(s) in force at that time.
		c) There are 2 existing toilets (Panchkuian Road Xing and Minto Road) and one waste dump on outer circle, when is the end of existing contract, after the expiry will they all become a part of the CP concession.	The expected expiry of these toilets and waste dump contract is around 2020. After the expiry of the contracts these will not become part of this contract.
		d) There are 2 existing large size billboards at Minto Road Xing, will they also become a part of the concession upon their expiry of ongoing permission.	These are not part of this contract.
4.	Appointment of Sole Arbitrator by NDMC [Clause 2.43(1) Dispute Resolution]	The clause for arbitration in the RFP should be amended as following:- The arbitration shall be by a committee of three arbitrator. One arbitrator is to be chosen by each party and the third to be appointed by the two arbitrators chose by the parties. If either	A sole Arbitrator shall be appointed by NDMC, such neutral person not being the employee of NDMC.

S.No.	Queries	Suggestions / Clarifications	Reply
		party fails to choose its arbitrator, the other party shall take steps in accordance with Arbitration Act.	
5.	Termination of the Agreement (2.39 & 2.40)	The mentioned clauses are purely one sided. It is stated that in case of termination by any of the parties before the end of the concession period the assets provided by the concessionaire should be taken over the Concessionaire. For the avoidance of doubt, upon normal expiry of this agreement the assets stand transferred to NDMC, it's too harsh and one sided. It should have shield to the investments made.	Both the party has given equal rights. Hence no change in RFP.
6.	Service Tax (2.38 – Tax Liability)	Please clarify whether service tax will be applicable on the concession fees? As per the finance bill 2012 the outdoor advertising space selling comes under negative list.	The applicable Service tax payable to GOI will be the responsibility of the concessioner.
7.	Concessionaire to undertake maintenance and repair for cracks, concrete joints, electric fittings, lighting, clock, signage and sanitary fittings etc. and clause on prevention of any encroachment etc. (5.1 General O&M Requirements, sub clause 5.1.3 point c & e)	a) It is stated that the concessionaire should be responsible for the cleaning of the subways only. Any maintenance with regards to civil/electrical works related to the subway including the escalators not limited to electricity expenses for common areas, escalator not limited to electricity expenses for common areas, escalator annual maintenance, upkeep of escalator, providing of operator for the escalator etc should be under the purview of the NDMC.	The subway's area and the escalators are the part of project facility such as 'Subways'. The electricity expenses for subways for common areas and escalator will be borne by NDMC.

S.No.	Queries	Suggestions / Clarifications	Reply
		b) In case of the toilets the management for its cleaning & maintenance, watch and ward will be undertaken by the concessionaire but the small toilets within middle circle will be regularly & periodically be maintained and cleaned by the dedicated teams instead of having permanent personnel's placement. Also the size of the toilets is too small to accommodate attendants.	The implementable suggestion in technical bid may be considered for Middle Circle toilet. For Middle Circle, the deployment of labour can be planned by the Concessionaire and the deliverables to be ensured for which proper plan is to be submitted to NDMC.
8.	Benches/ dustbins/ spit toons (E 4.2 Proposed no. of Street Furniture)	The numbers provided for in the RFP are too large for the project area specially when there are already existing sitting benches and dustbins. The numbers of the benches, litter bins & spit tons should be reduced and kept at 75, 100 & 100 respectively.	No change.
9.	Space for storage of machines, Materials etc. to be provided by NDMC (Clause 1.3: Additional Conditions sub-clause 1.3.13)	Please specify on the total area/space that will be provided by NDMC for storage of machines etc and its location.	About 100 sqm area will be available around Connaught Place area for storage and office space.
10.	Draft Concession Agreement	Please provide a copy of the draft concession agreement for this project.	The broad terms and condition will be as per RFP document and the standard clauses will be added.
11.	Reconciliation of quarterly Audit [Clause 3.3.1 (Financial Proposal)]	The reconciliation of rents & payment of minimum guarantee and the revenue share should be on quarterly basis in line with the quarterly audits.	Agreed. However, minimum Concessionaire fee is to be deposited in NDMC in advance for each quarter.
12.	Guarantee by Flagship company of the concessionaire for payment of Concession fees in case of	The Guarantee of the flagship company should not be mandatory if the concessionaire is applying on its own financial and technical strength.	Agreed.

S.No.	Queries	Suggestions / Clarifications	Reply
	default by the Concessionaire (Clause 3.3.1 point-iii)		
13.	Unconditional & Irrevocable Bank Guarantee (Appendix 'D', Format for Bank Guarantee)	The bidders should be allowed to propose the format for the Bank Guarantee as per norms.	No change.
14.	Security of common areas	The security and enforcement to remove squatters of the common areas including of the subways should not form part of this project scope. The security and removal of unauthorized vendors within the common areas should be undertaken by NDMC Enf. Deptt..	The security of all project facilities has to be arranged by Concessionaire.
15.	Operation & Maintenance (O&M) Manual [Clause 5.1.1 & 5.5(a)]	Please specify on the format on the O&M manual to be submitted along with the Technical Proposal.	Bidder has to propose O&M Manual based on the requirements specified in RFP.
16.	Organizational Structure, Implementation Schedule, Operation Schedule, Maintenance & Employment Schedule (Clause 2.9, 2.10, 2.11, 2.12 & 2.13)	Please confirm whether the details as required in the mentioned clauses form part of the Technical Proposal as elaborated in clause 3.2 or are to be submitted separately. It is requested that these schedules be merged with the Technical Proposal as most of the clauses are covered in the Technical Proposal.	It will be the part of technical proposal.
17.	Manpower deployment is highly disproportionate (Clause 3.2 Evaluation Parameters)	Bidder be allowed to propose the variable manpower/staff along solutions to handle effectively the operations seamlessly rather fixed manpower. The following is proposed:- ➤ NDMC does gap financing since huge cost of manpower will become unsustainable and only	In absence of exact implementable proposal, the suggestion cannot be accepted at this stage. Hence no change except if the proposal for maintenance and security of toilets in Middle Circle is found to be innovative. In Clause 3.2 of

S.No.	Queries	Suggestions / Clarifications	Reply
		<p>advertising cannot sustain the huge cost of manpower, capital expenditure and cleaning/maintenance.</p> <p>➤ NDMC should cap the no of minimum personnel's required for this project at 100 and the bidders should be free to propose the manpower deployment alongwith alternate mechanism to operate.</p> <p>➤ NDMC may allow extra space elsewhere outside the project site to generate more revenues for sustenance of this project.</p>	<p>RFP at SI.No.(d) for manpower deployment at sub-para(iii) may be reduced from 150 to 130 for evaluation.</p> <p>No change.</p> <p>No change.</p>
18.	Outsourcing of O&M [Clause 2.9 (a)]	The concessionaire should be allowed to have contractual/ outsourced staff for the O&M of this project. It is submitted that nowadays even the Govt. has employees on contractual/ outsourced basis and not on permanent rolls.	The staff for O&M and house-keeping are to be arranged by Concessionaire.
19.	Handover of existing Toilets of Connaught Place.	The toilets should be handed over to the concessionaire in good and working conditions.	Toilets have been constructed recently and are in good running condition.

EE(CP)

16 ARTICLE 16 - EVENTS OF DEFAULT AND TERMINATION

16.1 Event of Default

Event of Default means the Concessionaire Event of Default.

Concessionaire Event of Default

Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Events of Default") unless such event has occurred as a result of an NDMC Event of Default or a Force Majeure Event;

- (1) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading.
- (2) The Concessionaire creates any Encumbrance on the Project Site/ Project Facility in favour of any Person save and except as otherwise expressly permitted under the agreement.
- (3) The aggregate shareholding of the members of the Sponsors falls below the minimum prescribed under the agreement.
- (4) The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or (b) all or material part of the Concessionaire except where such transfer in the reasonable opinion of NDMC does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform its material obligations under the Agreements.
- (5) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire.
- (6) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Agreements, and provided that:

- (i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a creditworthiness at least as good as that of the Concessionaire as at the Commencement Date; and
 - (iii) each of the Project Agreements remains in full force and effect.
- (7) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable.
- (8) The Concessionaire suspends or abandons the operations of the Project without the prior consent of NDMC, provided that the Concessionaire shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) on account of a breach by NDMC of its obligations under this Agreement.
- (9) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
-
- (10) The Concessionaire suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 45 days.
- (11) The Concessionaire has neglected or failed to regularly and properly maintenance the Project facility in clean and hygienic conditions and to keep there in a state of good repair at its own cost.
- (12) The Concessionaire is otherwise in Material Breach of this Agreement and wishes to surrender. The surrender will be accepted for complete project and not partly.
- (13) The Concessionaire enters into with his Agent/Client, a transaction which in the opinion of NDMC is not an 'arms length transaction' as defined in the agreement.
- (14) Any breach of terms and conditions of this agreement.

PROPOSED PUBLIC AREA FOR MAINTENANCE

