

## CAPITAL REGION URBAN TRANSPORT(CRUT)

REPLY TO PRE-BID QUERIES OF RFP No: 2081/CRUT DATED-27/09/2022

SI No	Reference Clause No of RFP	Clause	Provisions as per existing RFP	Bidders request for clarifications/modifications	REPLY TO PRE-BID QUERIES
1	Point No. 2 - Instructions to Bidders	Clause No. V	Each bidder is allowed to participate in the bidding process for any <b>one or two cluster zones</b> through a single bid. However they have to specify their choices in the bid document and accordingly they have to provide the financial bid.	Each bidder who is technically eligible should be allowed to participate in the bidding process for all 3 clusters zones.	Bidders are allowed to participate in all the Three Culster Zones.
2	Point No. 2 - Instructions to Bidders	Clause No. IX	In case of non-utilization of the display space, the said space shall be used for displaying podcasts and information of CRUT till the same is being utilized by the bidder. The cost for printing and pasting would be borne by CRUT as per the actuals.	In this case CRUT should not only give waive the license fee for such periods of utilisation by CRUT but also make payment of some amount to be mutually decided towards maintenance and other expenses.	RFP Clause Prevails
3	Point No. 7 - Eligibility Criteria	Clause No. E2 (EMD)	Refundable EMD of <b>Rs.5.00 Lakhs</b> (Five Lakhs only) and shall be in the form of Demand Draft in favour of "Capital Region Urban Transport", issued by any bank in India, payable at Bhubaneswar	We request to kindly consider the EMD in shape of FD also.	RFP Clause Prevails
4	Point No. 7 - Eligibility Criteria	Clause No. E3 (Legal Entity)	Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008	Registration of Partnership Firm is not mandatory so this clause should be waived off. Any Partnership firm having GST and PAN certificate and matching the other qualifications as mentioned in the TENDER should be allowed.  Further MSME certificate / GST CERTIFICATE / PAN of Partnership firm should be considered as copy of certificate of Incorporation.	Registration of Partnership Firm is not mandatory but the firm must have GSTIN certificate
5	Point No. 7 - Eligibility Criteria	Clause No. E6 (Experience in advertisement of Government & PSU and Local Authorities Advertisement s)	Relevant work order/s to be provided and / completion certificate	Clarity required against this clause.  Whether work order/completion certificate required from clients side that we have successfully executed the work of display or is it required from Authority side for any Sole Advertisement projects ?  Further the requirement of 5 projects may be reduced to 2 nos.	Work Order/Completion Certificate from the Authority is required
6	Point No. 10 - Payment of Minimum Monthly Rental (MMR)	Clause - iii	In case of any delay in the payment of monthly Minimum Monthly Rental then Interest @12% p.m shall be charged for the delayed period.	Interest to be charged @12% per annum	Interest to be charged @12% per Annum

7	Point No. 12 - Duration of contract	Point no. 12	The duration of contract shall be for <b>7 (seven) years</b> (on yearly renewal basis subject to satisfaction of performance)from the date of signing of agreement and will be renewed for <b>further 3 (three) years</b> periods upon mutual agreed terms and conditions.	The duration should be for 10 years. Clause for renewal to be deleted.  Alternatively it can be for 7 + 3 years but yearly renewal clause should be deleted.	RFP Clause Prevails
8	Point No. 15 - Termination of Contract	Point no. - 15	The contract can be terminated for any reason whatsoever by giving three months' notice by either party. CRUT shall not be liable for any damages and Bidder will have to remove the advertisement from the allotted BQS within 15 days after the termination of the contract.	The successful bidder would be investing a lot of money in managing this project and there are less chances of immediate returns. Hence terminating the contract at short notice will put the successful bidder in financial loss. Hence this clause should be removed and further if there is any deviation from the successful bidder, then a notice may be served on him and post action may be taken if found that the successful bidder is at repeated faults.	RFP Clause Prevails
9	Point No. 17- Bidder's responsibility for all claims, actions, losses, etc	Point No. 17	In case any liability accrues or arises out of any damage, claims/ disputes against any advertisement by any third party the entire liability, claim, action for loss shall rest on the Bidder who alone shall be responsible for all such claims/ liabilities/ settlements / disputes and CRUT shall be absolved of any responsibility on such account.	This would only be related to damages etc arising out of the advertisements displayed by the successful bidder.	RFP Clause Prevails
10	Point No. 17- Bidder's responsibility for all claims, actions, losses, etc	Point No. 17 (s)	In case of loss due to theft or damage to the assets created in the Bus Queue Shelters, the Concessionaire shall be responsible for making good the same immediately at its own cost and shall continue to keep the Bus Queue Shelters operational and available for public use, at all times, within the Agreement Period.	The successful bidder may inform such incidents to CRUT giving full particulars of the theft and damage and the costs for restoration of the same may be covered through insurance.	RFP Clause Prevails
11	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. f	provide all assistance to the CRUT as they may reasonably require for the performance of their duties and services under this Agreement;	The Licensee shall provide the same but without affecting the financial viability of the project or itself.	RFP Clause Prevails
12	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. h	The Concessionaire shall adhere to the provisions of BMC/ Concerned Municipality / Applicable Acts, bylaws and rules in connection with display of advertisements on Bus Queue Shelters. However, it is clear between the Parties that it will be the responsibility of Concessionaire to handle payment of Municipality tax / applicable tax, if any, in respect of the advertisements displayed on the Bus Queue Shelters in accordance with the provisions of Applicable Act and the bylaws and rules there under.	All taxes other than GST payable to Government or any public body will be payable by CRUT and if it is to be made by the bidder then the amount should be clearly mentioned here to enable the bidder to ascertain the costs and quote the tender amount accordingly.  Further if there any provisions of of BMC / Concerned Municipality / Applicable Acts, bylaws and rules in connection with display of advertisements on Bus Queue Shelters, then the same should be mentioned in the Tender document.	RFP Clause Prevails

13	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. n	ensure that the Project Sites remain free from all encroachments and take all steps necessary to remove encroachments, if any;	<p>The successful Bidder's cannot ensure the same. Yes, if any encroachment happens then the successful bidder shall inform CRUT on written basis and it will be the responsibility of CRUT to clear the same.</p> <p>The primary reason being that the successful bidder will neither have the right or the Authority to clear encumbrances from Government Property.</p>	The successful bidder shall inform CRUT immediately by writing/mail regarding the encroachments and CRUT will take necessary steps to remove the encroachment.
14	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. p	Ensure that Project Sites, Project Assets created are not defaced by any kind of writings/posters	The successful bidder will make all efforts to ensure the same. However on repeated violations by private entities then CRUT should take action against them.	RFP Clause Prevails
15	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. u	For publicity of advertisement of CRUT / Govt. of Odisha / Govt. Agencies, the agency shall share minimum 10% of the advertisement space per annum to CRUT without any charges.	Proportionate license fee to be deducted for the same by CRUT	RFP Clause Prevails
16	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. V	In addition to the above, CRUT shall have the rights to take maximum of 50% of idle advertisement spaces during the contract period.	<p>This condition will make the project unviable.</p> <p>Kindly understand that the successful bidder would be putting in their maximum efforts to get bookings from different clients and would be proposing the medias to the Clients on daily basis.</p> <p>There would be idle spaces but they would get occupied immediately as the bookings are received from Client.</p> <p>hence this clause should be waived.</p>	In addition to the above, CRUT shall have the rights to take maximum of 20% of idle advertisement spaces during the contract period.
17	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. W	The Authority may also use the Advertisement Spaces of the BQS or other for maximum 30 days in a year for providing social or informative messages. These 30 days can be at a stretch or divided into different stretches with minimum 3 days' timeline. However, the Authority needs to inform the respective Advertisement Agency 15 days early to carry out such advertisement.	There should be deduction of proportionate license fee and further the successful Bidder will share those Bus Shelters which are idle.	RFP Clause Prevails
18	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. X	The Authority shall have the right to take the Bus Que Shelters on sublet from the Concessionaire to advertise in the Bus Que Shelters which the Authority shall receive the advertisement orders from Government, private parties and all other Institutions directly.	<p>Not acceptable.</p> <p>There cannot be two organisations marketing the same product. This will not only create confusion in the Market but also lead to lack of trust between CRUT and the successful bidder.</p> <p>As done in other Govt Departments who give out Sole Rights Advertisement Rights, they forward the name of the successful bidder to the Clients who have enquired for advertising on the BQS.</p>	The Authority shall have the right to take the Bus Que Shelters on sublet from the Concessionaire to advertise in the Bus Que Shelters which the Authority shall receive the advertisement orders from Government only.

19	Point No. 19.1 - General Obligations of the Concessionaire	Clause No. Y	The agency shall submit the list of advertisement/s along with photo copy of the same on monthly basis	It would be a tiring and cumbersome process for the successful bidder and add on to his costs. Since CRUT has given the rights of advertisement and is going to collect the license fee irrespective the BQS being idle or booked, hence this would not serve any purpose.  Hence in lieu of the above facts this Clause maybe deleted.	The Authority may ask the agency to submit the list of advertisement/s along with photo whenever required.
20	Point No. 20 - Insurance	Point No - 20 (a to d)	The Concessionaire shall, at its cost and expense, purchase and maintain during the Operations Period insurance to cover against: a) loss, damage or destruction of the Project Assets at replacement value; d) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c). b) the Concessionaire's general liability arising out of the Agreement; c) liability to third parties; and	The costs of such insurance should be borne by CRUT as the BQS are its property. Further, as it is a public property and situated at road side, It is not possible from bidder end to take the precautions from loss and damage in each moment.	RFP Clause Prevails
21	Point No. 21 - Penalties	Point no. 21	Point no. 21	The Penalty amount should be reviewed and reduced substantially and it should be served only after serving due notice to the success bidder and considering his reply.	RFP Clause Prevails
22	Point No. 22	Point No. 22 - Objectionable Advertisement	Upon receiving any complaint about objectionable content or on Suo moto basis competent authority in CRUT shall have right to remove such advertisement forth with at the cost of the Bidder and the CRUT shall not be liable to pay any refund / damage or claim thereon. The Bidder will, however, be permitted to display any other advertisement in lieu thereof.	CRUT may issue a notice to the successful bidder on the display of objectionable content and if not satisfied then may ask the successful bidder to remove the same.	RFP Clause Prevails
23		Clearance of trees	Clearance of Trees	CRUT shall take action for removal of trees obstructing the BQS.	Not Considered
24		Repairs of the BQS	Currently the BQs are in a state of huge damage.	The BQs maybe handed over after complete repairs and maintenance.	BQs are under the process of Repair
24		Minimum monthly license fee	The license fee mentioned is on the higher side.	We request that the license fee maybe reduced considerably.	Not Considered
			<b>Last date is 20.10.2022</b>	<b>We request you to kindly extend the same till 30.10.2022 to evaluate the RFP</b>	Last date is extended to 26.10.2022 instead of 20.10.2022

Sd/-  
General Manager(P&A)  
Capital Region Urban Transport