

Tender No. - RITES/UT/DTC/BQS-III/2008

**Replies to Queries**

Draft Concession Agreement (Agreement):

| SN               | Clause No.                                 | Clause/Substance of the clause  | Comment/submission  | Reply   |
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| <b>Times OOH</b> |  |   |   |   |
| 1                | 1.1 to be read with clause 6.1 and 16.1(2) | “COD” means Commercial Operations Date.....Completion certificate or the Provisional Certificate upon completion of the construction of the Project and which shall, subject to the provision of this Agreement, be not later than 50 weeks from the date of signing of this Agreement. | <p><b>Comments:</b></p> <p>1. The agreement in its present form does not provide for the delay caused by the Independent Engineer to issue necessary certifications.</p> <p>2. Also, the Independent Engineer is appointed by DTC. What if payments are not made to IE, DTC has to make 50% of the payments. DTC has to raise invoices. What happens if there are lapses by DTC.</p> <p><b>Submission:</b></p> <p>Suitable clauses giving relief to the Concessionaire under the above circumstances may please be inserted in the agreement.</p> | <p>Clause retained.</p> <p>Response time of IE is laid down by Clause 8.2 (d) for Drawings and cl 9.1 © for testing during implementation.</p> <p>Optimal response time of IE is ensured by DTC in the interest of DTC.</p> |
| 2                | 2.1(b)                                     | “...except that these will be operated and maintained by the concessionaire....”  | <p><b>Comment:</b> It is explicitly not stated in this clause that the concessionaire also has a right to display advertisement and collect revenues thereof.</p> <p><b>Submission:</b> An appropriate exception may</p>  | <p>Clause retained.</p> <p>Cl. 2.1 (a) is adequate.</p>   |

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|   |                |  | please be carved out with respect to the display of advertisement and collection of revenue thereof.   |  |
| 3 | 2.1(b)         | Title, interest in and ownership of land remains with the land owning agency.  | <p><b>Comment: 1.</b> The land owning agency has not been mentioned in the agreement.</p> <p>2. In the absence of a representation to that effect by DTC, the arrangement with DTC and the land owning agency need to be captured in the agreement.</p> <p><b>Submission:</b> The agreement may please be amended suitably to address the above.</p>                 | <p>Clause retained.</p> <p>Cl. 2.1 is adequate</p>   |
| 4 | 2.6            | DTC makes no representations and gives no warranty to the concessionaire in respect of the condition of the project sites. | <p><b>Comment:</b> The concessionaire has to rely on his own judgement with respect to the condition of the sites. In the event of any issues with respect to the sites concessionaire has no legal recourse to DTC.</p> <p><b>Submission:</b> It is only fair that DTC provides sufficient representations with respect to the subject matter of this contract.</p> | <p>Clause retained.</p> <p>Cl. 2.4 specifies that DTC shall handover BQS free from encumbrances.</p> |
| 5 | 2.7(a) and (b) | Peaceful Possession...   | <p><b>Comment:</b> This clause does not include the right of the Concessionaire to display advertisements and collect revenues thereof.</p> <p><b>Submission:</b> The clause may please be amended suitably to include the right of the Concessionaire to display advertisements</p>   | <p>Clause retained.</p> <p>Cl. 2.1 is adequate</p>   |

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|   |   |  | and collect revenues thereof.   |   |
| 6 | 2.8   | <p>Concessionaire is not allowed to sublet any of the site/facility or to subcontract whole or part of the work/facilitites.</p> <p>DTC is planning to provide suitable digital passenger info service in the BQSs. Such displays shall be provided and maintained by selected agencies. The Concessionaire shall permit the same without any rights and claims.</p> | <p><b>Comments:</b></p> <ol style="list-style-type: none"> <li>1. the third party agency will have an access to the structure of the BQS thereby imposing extra efforts on the Concessionaire on the safety and maintenance of the BQS.</li> <li>2. There could be a conflict of interest of the digital display agency with that of the advertisers.</li> </ol> <p><b>Submissions:</b></p> <p>In view of the above, it is submitted that;</p> <ol style="list-style-type: none"> <li>1. a first right of refusal be given to the Concessionaire to also operate the digital info systems on the BQS.</li> <li>2. a suitable mechanism be provided to ensure that the digital display provider does not also use the facility to provide advertisement of any sort what so ever.</li> </ol> | <p>Clause retained.</p> <p>Cl. 2.8© allows electronic advertisement rights on passenger information display by agency selected by DTC but ensures that advertisement area of Concessionaire is not reduced nor its visibility is reduced.</p> |
| 7 | 4.3 to be read with Article 21 and its sub clauses. | Revenue collected is to be deposited in an Escrow Account  | <p><b>Comments:</b> Irrespective of the earnings a Minimum fee is to be paid to DTC. Plus there is a BG plus Performance Security. In view of the same the need for an escrow account seems to be onerous. It also limits the freedom of the concessionaire to appropriate its cash flows.</p> <p><b>Submission:</b></p>  | <p><b><i>During Implementation Period the Concessionaire may choose to not open Escrow Account. However the Concessionaire is required to open escrow account before COD at</i></b></p>   |

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|    |                         |  | It is submitted that the requirement of Escrow be done away with.   | <i>commencement of operations period.</i>   |
| 8  | 5.1(iii) read with (iv) | DTC (directly or through its authorized agencies) is to carry out the work of dismantling, transportation and erection of BQS at 50,000/- fro each BQS   | <p><b>Comments:</b> Dismantling and transportation of the existing BQS is being done by DTC. In view of the same, the concessionaire can not be held liable for damages to water supply etc.</p> <p><b>Submission:</b><br/>Its only fair that the Concessionaire is not held liable for the damages caused at the time of dismantling and transportation of the existing BQS. A suitable amendment may please be carried out.</p> | <p>Clause retained.</p> <p>Cl. 5.1 (iii) deals with damages due to Concessionaire during construction, operation and maintenance of BQS while cl. 5.1 (iv) deals with relocation/shifting/dismantling of BQS as arranged for by DTC</p> |
| 9  | 5.1(xxiv)               | Concessionaire shall be responsible for making good all the loss due to theft or damage to the assets immediately at its own cost and shall continue to keep the BQS operational and available for public use, at all times, within the Concession period. | <p><b>Comment:</b> This clause is unquantified. No exceptions have been carved out. Force Majeure situations should be ideally excluded.</p> <p><b>Submission:</b><br/>It is submitted that an exception be carve out for Force Majeure situations.</p>   | <p>Clause retained.</p> <p>Cl 5.1 (xxiv) deals with construction, operation and maintenance of BQS during normal course. Costs due to Force Majeure events are provided for in Cl. 15.6 (a).</p>  |
| 10 | 6.2                     | Independent Engineer to be appointed and terminated by DTC   | <p><b>Comments:</b> 1. Timelines on Completion certificate etc. from the IE are not captured in the agreement.<br/>2. Any such delay from IE would result in a breach by the Concessionaire more so as the Concessionaire has no control over</p>   | <p>Clause retained.</p> <p>Response time of IE is laid down by Clause 8.2 (d) for Drawings and cl 9.1 © for testing during</p>  |

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|    |          |  | <p>appointment etc.</p> <p><b>Submission:</b> it is submitted as follows;<br/> 1. The IE should be mutually decided/appointed.<br/> 2. The agreement be suitably amended to give relief to Concessionaire in the event of delay by DTC/IE.</p> | <p>implementation.</p> <p>Optimal response time of IE is ensured by DTC in the interest of DTC.</p> <p>Issue of Certificate is regulated by Article 9 while safeguarding the independent role of IE.</p> |
| 11 | 7.1      | Steering Committee will have one representation from the concessionaire. | <p><b>Submission:</b> It is submitted that the representation of Concessionaire and the DTC on the steering committee be equal to enable an impartial functioning of the Committee.</p>  | <p>Clause retained.</p> <p>One representative of Concessionaire is considered adequate.</p>  |
| 12 | 9.7      | Re-commissioning   | <p><b>Submission:</b> It is submitted that in view of the huge investment required, the charges for relocation in this instance should be borne by DTC. This can be done by reducing the Fee proportionately.</p>                              | <p>Clause retained.</p> <p>Cl. 9.7 (b) requires DTC to pay for cost of relocation associated with re-commissioning of BQS exceeding 5% of BQS in a year.</p>   |
| 13 | 11.1(iv) | Interest @ 18%   | <p><b>Submission:</b> It may please be clarified, whether the interest rate is simple or compounded.</p>   | <p>Simple interest.</p>  |
| 14 | 11.2     | Concession Fee to be paid notwithstanding any cause whatsoever.          | <p><b>Submission:</b> It is submitted that an exception may be carved out to this clause to address the situations arising out of the breach by DTC and Force Majeure.</p>   | <p>Clause retained.</p>  |
| 15 | 14.1     | The DTC may within one   | <p><b>Comment:</b> It may not be economically</p>  | <p>Clause retained.</p>  |

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|    |          | year of achieving the CoD, decide to augment the capacity of the project by increasing the number of BQS by up to 25% of 400.  | feasible to erect new BQS and increase the Concession Fee proportionately as per this agreement. The additional BQS will not necessarily lead to generation of the same kind of revenue.<br><br><b>Submission:</b> It is submitted that the Concessionaire should have an option to opt out of the capacity augmentation. | The objective is to marry the financial interests of the Concessionaire and DTC with the obligation of DTC to ensure equitable distribution of BQS over different locations. This shall be built into the Financial Proposal by the Bidder. |
| 16 | 15       | Certain circumstances of force majeure have been described which are deemed to be force majeure events only when such events continue for a continuous period of 15/30 days in an accounting year. | <b>Comment:</b><br>The condition of accounting year needs to be removed as such instances may even be spread in two accounting years e.g.7 days in one accounting year and the other 8 in another.<br><br><b>Submission:</b><br>The clause may suitably be re-drafted.  | Clause retained.  |
| 17 | 15.12    | If the force majeure event continues for a period of more than 6 months, DTC may in its sole discretion terminate the Agreement.   | <b>Comment:</b> Under the present clause the Concessionaire does not have a right to terminate the agreement when the force majeure event continues for more than 6 months which is only fair and just.<br><b>Submission:</b> the clause may be suitably redrafted to address the above lacuna.                           | Clause retained.  |
| 18 | 16.1 (8) | Any petition for winding up is admitted by a court of competent jurisdiction....   | <b>Comment:</b> Admission of petition is only procedural. Winding up orders against the Concessionaire are more important as admission may happen under various   | Clause retained.<br><br>Events leading to winding up including  |

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|    |            |   | <p>circumstances.</p> <p><b>Submission:</b><br/>It may kindly be considered to redraft the present clause to mean ‘passing of winding up order’ than mere admission of the winding up petition.</p>   | <p>admission of petition have an adequately serious impact on the Project.</p>  |
| 19 | 19.2       | <p>(a) Arbitrators (Are to be Chosen from a panel of 5 arbitrators on the list furnished by DTC)</p> <p>(e) The Parties are waiving rights to appeal/review of arbitration award.</p> | <p><b>Comment:</b> 1. The objective of fair arbitration is defeated if the concessionaire does not have a right to appoint the arbitrator.<br/>2. also, it is unfair and illegal to waive the right to appeal/review of arbitration award.</p> <p><b>Submission:</b><br/>It is submitted that the;</p> <ol style="list-style-type: none"> <li>1. arbitration clause be redrafted to provide for the appointment of one arbitrator each from both the parties and the appointment of the third arbitrator by the two arbitrators chosen by the parties.</li> <li>2. clause (e) may please be deleted.</li> </ol> | <p>Cl 19.2 (a) retained.</p> <p>Cl 19.2 (e) retained: The waiver is not absolute: the clause reads ‘--- waive, to the extent permitted by law,---’.</p>                               |
| 20 | Article 20 | No representations, Warranties from DTC.  | <p><b>Submission:</b> It is submitted considering the magnitude of the project, mirror representations and warranties may please be given by DTC.</p>   | <p>Clause retained.</p> <p>Warranties in Art 20 deal with legal and financial capability to operate this and other Contracts. In case of DTC these are part of the statute and so</p> |

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|    |        |  |   | <p>the Article focuses on the Concessionaire.</p> <p>Obligations of DTC specific to this contract are listed in Cl. 5.2.</p>         |
| 21 | 20.1   | Irrevocable waiver for any immunity in any jurisdiction by Concessionaire. | <p><b>Submission:</b> This clause is unfair and unjust. It is submitted that the same be deleted.</p>   | <p>Clause retained.</p> <p>Cl 20.1 (vi) provides this waiver of immunity from the Concessionaire in the interest of the Project.</p> |
| 22 | 20.2   | Disclaimer   | <p><b>Comment:</b> with this disclaimer, the Concessionaire is left with no assurance/warranty with respect to the contents of the documents on the basis of which he is expected to make huge investments.</p> <p><b>Submission:</b> It is submitted that this clause may please be deleted.</p> | <p>Clause retained.</p> <p>This is a basic responsibility to be accepted in any contract.</p>  |
| 23 | 21.1.1 | Disbursements from the escrow account.                                     | <p><b>Comments:</b> No clear means of withdrawing the surplus funds from the escrow account has been provided.</p> <p><b>Submission:</b> It is submitted that the clause may be redrafted to address the above concern.</p>   | <p>Clause retained.</p> <p>Also see reply to query at SN 7.</p>  |
| 24 | 22.1   | Assignment   | <p><b>Comment:</b> Corporate entities generally undertake restructuring activities to align</p>   | <p>Clause retained.</p>  |

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|    |                 |                       | <p>their businesses as per the changing times. During such corporate restructurings businesses could be aligned under different entity of the same group. Hence, it is desirable that Concessionaire is permitted to assign the contract to another group entity without specific permission of DTC.</p> <p><b>Submission:</b> It is submitted that suitable amendment be done to the agreement to provide for the assignment of above nature.</p> | <p>Cl 16.1 (8) allows for restructuring and so consent for such restructuring will not usually be withheld by DTC. However, in view of the wide ramifications of such a move, prior consent of DTC is a pre-requisite.</p>   |
| 25 | 22.2(a) and (b) | Liability & indemnity | <p><b>Submission:</b> Un-quantified damages/indemnity clause. Includes DTC subsidiaries. The clause is too harsh and scope is too wide and can have a far reaching financial implication/liability that too not ascertainable and hence it is requested that the indemnity be quantified.</p>  | <p>Clause retained.</p> <p>Under Cl 22.2 (a) DTC and the Concessionaire indemnify each other against issues of title/rights/breach.</p> <p>In addition as per cl 22.2 (b) the Concessionaire indemnifies DTC against claims flowing from legal and financial duties of the Concessionaire.</p> |

Request for proposal:

|    | Clause No.                        | Clause/Substance of the clause  | Comment  |  |
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| 26 | 3.2                               | <p>Scope of Work-<br/>6. Pay shifting/relocation/dismantling charges @ Rs. 50000/- (Rs. Fifty thousand only) per BQS to DTC in respect of existing BQS. A uniform rate of Rs. 50000/- per existing BQS will be paid by the Concessionaire <u>irrespective of whether the BQS is actually relocated/dismantled/scrapped.</u></p> | <p><b>Comment:</b> It is unclear as to why we should be made to pay Rs. 50000 even if the BQS is not actually relocated/dismantled/scrapped.</p> <p><b>Submission:</b> This amount may be made payable only with respect to those BQSs which have been actually relocated/dismantled/scrapped.</p>   | <p>This amount is payable only with respect to those BQSs which have to be actually relocated/dismantled/scrapped.</p> |
| 27 | 9.5 to be read with 22.1 and 22.2 | <p>Bid Security is liable to be forfeited if the Bidder fails to sign up the Concession Agreement within the stipulated time.</p> <p>If there is a delay in signing of the Concession Agreement DTC has the right to withdraw the offer and proceed ahead in any manner it deems fit</p>  | <p><b>Comment:</b> the delay in signing up Concession Agreement can also be due reasons attributable DTC.</p> <p><b>Submission:</b> Hence, it is submitted that the Bid Security must be forfeited if the delay is solely attributable to the Bidder. Further, there should be an option to mutually agree to postpone the timelines for signing the Concession Agreement An amendment to the relevant clause may please be carried out.</p> | <p>Clause retained.</p>  |

| Other queries |  |  |  |
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| 28            |  | Referring to outdoor advertising policy page no. 7 “Electricity from Renewable energy sources...” Do DTC provide 1/3 (one third) rebate on monthly licensee fee, to encourage concessionaire to make necessary investments in procuring alternate renewable resources like Solar power technology. | Renewable sources of energy can be provided by the Concessionaire as an option thereby attracting the additional weightage of 5% as per Clause A-20.2 of ‘Instruction to Bidders’ of the RFP Document but rebate in the Concession Fee is not allowed. As per our assessment, installation of renewable source like solar power for BQS will be economically viable over the concession period of 10 years, considering the savings to the concessionaire of electricity bills and the cost of installation of electricity connection. |
| 29            |  | Can concessionaire have an option to put LED Screens, Scrollers, Trivision with in the advertising space given on the Bus Queue Shelter.   | Outdoor Advertisement Policy of MCD does not permit moving, rotating or variable message advertising devices. Please also refer Clause 4.2 of DCA.   |

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| 30 |  | There are different format bus-shelters available on Mathura road are these shelters belong to DTC and concessionaire will get advertising rights on these shelters as well.  | <i>The locations on Ashram - Badarpur section of Mathura Road section as in the Draft RFP Document have been replaced by an equal number of locations elsewhere in the Project Area, as clarification from NHAI about the former locations is awaited. DTC reserves the right to include the sites on this road in BOT III on a later date subject to NHAI clearance, for providing alternate sites if required, or for augmenting the project size by taking recourse to Article 13 and/or Article 14 of DCA.</i> |
| 31 |  | There are shelters which are duplicating with the other zones like two fun and food village shelters getting duplicate with the shelters in Najafgarh Zone. In these cases who will get advertising rights on the shelters Concessionaire of BOT-III or concessionaire of Najafgarh Zone. | The shelters near Fun and Food village as listed are included in BOT-III project.  |
| 32 |  | Drawing on Page 170 of 170 as even when zoomed in the details (words and numbers) are illegible. Please provide us clear set of Drawings.   | Copy of Drawing shall be provided.   |
| 33 |  | There are 21 Bus Queue Shelters which are not found in our site visit.  | The sites are included in  |

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|    |  | Please clarify (Annexure-I attached)  | BOT-III project.   |
| 34 |  | Around 30% of the Bus Shelters are at poor locations, it will not be feasible to install such a high standard bus shelters on these locations, can DTC remove these shelters from the list or provide alternate locations where it is feasible to install high standard bus shelters. | Not agreed.<br>The list of BQS proposed for the Concession is structured in such a way as to include BQS with a range of advertising potential. The Concessionaire is required to submit his financial proposal accordingly. |
| 35 |  | How DTC will manage to provide space to install shelters where construction of DMRC, PWD, MCD, etc. is under going.   | If works which interfere with BQS construction are commenced during construction of BQS, then the affected BQS locations will be substituted by alternate locations as per clause 13.2 of DCA.                               |

| SN | Clause No.                                    | Clause/Substance of the clause   | Comment/submission | Reply   |
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|    | <b>JCDecaux</b>                               |  |                    |   |
| 36 | Not mentioned                                 | As per eligibility criteria, the bidder should have net worth of 100 Millions. Where as for such a huge and important contract the bidder should have a strong financial worth and background. Hence, the minimum net worth of the bidder should be 250 Million. |                    | Not agreed.   |
| 37 | serial No. 1 under clause 3.2 (scope of work) | The bidders should be allowed to submit their own design, as the design provided by DTC is the same which used to be 10 years ago. Also, the provided design is not aesthetically good and it doesn't gel with the cityscape.                                    |                    | Clause retained.<br><br>The layout design contained in the RFP has been arrived at after a scan of the models prevalent in other countries and has been found robust and cost efficient. It is also intended to maintain continuity of design between earlier package and the extant package. |
| 38 |   | The duration of completing the 400 Bus Shelter is 48 weeks, which should be revised to at least to 80 weeks.   |                    | Not agreed.<br><br>Experience gained over the earlier package suggested that about 48 weeks is optimal time for construction of 400 BQS in Delhi.   |
| 39 |   | The duration of the contract should be revised to 15 (fifteen) years from 10 (Ten) years with a possibility of renewal of another 5 years to make the project commercially viable and get the Best of Quality.   |                    | Not agreed.   |
| 40 | Clause 1.4                                    | Installation of landscaping need to be removed as not of much of space   |                    | Landscaping is to be done on  |

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|    | (Services to be provided) under serial No. iii (Landscaping), | is available at most of the sites to maintain the landscaping. In case DTC wants to make a point to have the landscaping on the Bus Shelters, then the size of landscaping need to be specified specifically from the centre of the Bus-Q-Shelter rather than as mentioned “to the extent possible”.  | site-specific basis where feasible. Therefore the issue can be decided during implementation.   |
| 41 | clause A-20.2 of technical evaluation                         | Weightage on technical details / operation and maintenance schedule should be around 75 % as the technical soundness and expertise of the bidder is the main crux for the project. Lesser emphasis should be given on revenue generation philosophy because it is for public convenience & emphasis should be given for the same as well as aesthetics. | <p>Clause retained.</p> <p>As the concept layout and general structural arrangement of the BQS is prescribed by DTC, the weightage of 20% assigned to technical details and submissions plus 15% for O&amp;M schedule is considered reasonable.</p> <p>At the same time revenue is important because revenue generated by DTC through this Project is to be used to upgrade public transport.</p> |
| 42 | Clause C-2 of RFP   | Kindly specifically provide the details and percentage of Advertisement Tax, Entertainment Tax, MCD Advertisement Tax and any other local body taxes applicable.  | <p>Clause retained.</p> <p>Concessionaire shall ascertain the rates and build the same into their financial proposal.</p>   |
| 43 |   | The handing over of all the Bus-Q-Shelters by DTC should be in one lot, at least 12 weeks before the commencement date of the project rather  | Not agreed.   |

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|    |                 | than in lots of 25 Bus-Q-Shelters. These 12 weeks may enable the concessionaire for site survey, identification of utilities and removal of obstacles available at the sites.   |  |
| 44 |                 | The minimum concession fees of Rupees Twenty Million need to be re-evaluated according to the site locations to make the project financially viable.  | Clause retained.   |
| 45 |                 | Clause of no other advertisement in the surroundings of 100 meters of the Bus-Q-Shelters to protect the concessionaire investments.   | Street facilities other than BQS are not controlled by DTC, so such clause is not feasible.  |
| 46 | Cl 9.2 © of DCA | Penalty clause of non completion of Bus-Q-Shelters in stipulated time should not be applicable unless and until all the sites are clear of any kind of underground or overhead utilities or any other obstructions be handed over for construction. Assurance and responsibility for such handover lies with DTC. | As per Cl. 2.4 DTC undertakes to handover physical possession of BQS free from encumbrances together with necessary right/rights of way and that handing over of sites shall be linked to the agreed construction schedule. DTC shall hand over sites as per Clause 5.2. |
| 47 |                 | All kinds of clearances from local bodies / authorities / Corporations / Private or Govt agencies, Delhi police including Traffic police need to be facilitated by DTC.   | Clause 5.2 (ii) of DCA retained.<br><br>In view of the pressing commitments of the core functions of DTC it is more feasible for the Concessionaire to procure such clearances. However as   |

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|    |                  |   | <p>specified in clause 5.2 (ii) DTC shall provide necessary assistance as far as practicable in this connection.</p> <p>As per Cl. 2.4 DTC undertakes to handover physical possession of BQS free from encumbrances together with necessary right/rights of way and that handing over of sites shall be linked to the agreed construction schedule.</p> |
| 48 |                  | A clarification is required with respect to the construction of Bus bays. Who will be responsible – The concessionaire or DTC. In case the responsibility lies with the concessionaire, then the exact designs need to be provided by DTC.  | Construction of bus bays is outside the scope of the Concessionaire.  |
| 49 | RFQ B-4, 4.3 (5) | Power of attorney to be provided in favor of the authorized signatory who signs the bid documents. Clarification required whether the Power of attorney is mandatory or copy of Board resolution passed for the purpose will suffice.   | Power of Attorney on NJ stamp paper of Rs 100/- attested by Notary Public is required to be submitted.  |
| 50 | Art 21 of DCA    | The Draft concession agreement has a mention about the Escrow Account to be opened with a nationalized bank approved by DTC through a tripartite agreement. Maintaining an Escrow Account is not acceptable. DTC need to propose some other means rather than Escrow Account such as exclusive project Account for DTC Bus-Q-Shelters. We propose to have a Lien Account arrangement between DTC, the concessionaire and the banker of the concessionaire. It would be a simple proposition for both the parties signing the contract and will also | <i>As in SN 7.</i>  |

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|    |                     | ensure the minimum guarantee payments to DTC all through the contract period.  |   |
|    | <b>Stroer India</b> |  |   |
| 51 |                     | Will DTC clear up obstruction – especially tree / foliage when they hand over site for construction ?  | As per Cl. 2.4 DTC undertakes to handover physical possession of BQS free from encumbrances together with necessary right/rights of way. But obstructions which are not due to encumbrances shall be cleared by the Concessionaire as part of the Concession. |
| 52 | Cl. 3.2             | Rs 50,000 per site for demolition and clearing is very high – we suggest this be lowered to maximum Rs.20,000.   | Clause retained.  |
| 53 |                     | Certain locations have trees and other permanent obstruction that have grown since the last shelters were constructed or it appears that way; will DTC allow shifting of location slightly to avoid these permanent obstruction without inconveniencing the operations ?   | Yes in accordance with Cl. 2.4 of DCA and subject to results of inspection by IE and DTC.   |
| 54 |                     | Since shelters proposed inside terminals have very poor visibility, is it possible that these shelters are constructed without any advertising provision and instead DTC permits constructing double that number of Vertical Advertising Panels along with the BQS – of 1mtr width x 2 mtrs height approx. – like the ones in NDMC area, at select locations to compensate ? | Not agreed.<br>The list of BQS proposed for the Concession is structured in such a way as to include BQS with a range of advertising potential. The Concessionaire is required to submit his financial proposal accordingly.                                  |
| 55 |                     | Can DTC ensure that there will not be any alternate media within 50 mtr radius of each shelter ?   | Street facilities other than BQS are not controlled by  |

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|    |  |   | DTC, so such clause is not feasible.   |
| 56 |  | Under what conditions are “Parent Company Guarantee” required ?   | Please refer to Clause 1.2.2 of RFQ.   |
| 57 |  | If Contractor/ Concessionaire invests in LED lighting and Solar Panels for lighting, will DTC sign off exclusive rights to claim benefits from the same to the contractor / concessionaire only ? | <b><i>Fifty percent of proceeds from sale of Carbon Credits that can be generated from this Concession can be enjoyed solely by the Concessionaire and balance fifty percent of the proceeds shall be paid by the Concessionaire to DTC.</i></b> |
| 58 |  | The payment of license fees will start only when Agreement is signed, after the Bus shelter is constructed, and Engineer certifies Completion; please confirm.                                    | Payment of concession fee starts after the first lot of BQS is constructed and is granted provisional certificate. As more lots are commissioned proportionate concession fee as per Art. 11 and Schedule K of DCA is to be paid to DTC.         |

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|    |                         |   |                    |
|    | <b>Laqshya Outdoors</b> |   |                    |
| 59 |                         | <p>With regard to Escrow account our point is that if the corporation is asking for performance Guarantee of 20 Million against construction and subsequently a security of 60 Million against O&amp;M then where lies the need to deposit money in Escrow account?</p> <p>Our submission is that when already Security /Guarantee, have been asked for, which sufficiently insulates the corporation against any contingency then there is no need for DTC to seek double insulation through the creation of escrow account. It is believed that escrow account will not only block sufficient capital of the successful concessionaire but will also ultimately reduce the effective concession amount (Payout) to DTC by increasing the cost of borrowing of the bidders. Therefore in the best interest of all concerned we would request to remove this condition (Opening of escrow Account) from the RFP document.</p> | <i>As in SN 7.</i> |

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| 60 |  | <p>In the RFP it is mentioned that sites for construction will be handed over in the lots of 25. While the RFP mentioned the timeframe by which the first lot of 25 bus shelter will be given, it is silent on the timeframe for handover of subsequent lots. Our submission is that the schedule (timeframe of handover of the balance 24 lots) for all subsequent allotments (15 lots) also be given. This will not only help the participants to plan the construction schedule and /or project management better but will also help in executing the project well within the timelines, as required by DTC.</p> | No change in RFP document.  |
| 61 |  | <p>During the pre bid meeting there was a discussion on prospects of additional revenue through avenues like carbon free points, Utility based services (kiosks, ATM's) etc. There was no clear cut answer from the corporation. Our submission is that, if any, additional source of revenue is allowed by the corporation then there should be no ambiguity on the subject and therefore DTC should clearly state what all sources of</p>   | <p>As in S.N 57 above.</p> <p>However, no revenue other than advertisement as per Article 2.1 and carbon credits as mentioned above</p> |

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|    |                         | revenue it is allowing. Only then can all the participants include this in their design and plan accordingly.  | are allowed in this Concession.  |
|    | <b>Jindal Stainless</b> |  |  |
| 62 | 2.8© of DCA             | DTC shall also have right to install other facilities including security and surveillance instruments like CCTV, information kiosks etc. It needs to be further clarified that any additional feature installed by DTC will not feature any mode of advertisement which will affect the revenue generation model of the Concessionaire.  | Electronic advertisement rights on digital passenger information displays in BQSs shall be provided and maintained by agencies selected by DTC. However, it shall be ensured that the area available for display of advertisements is not reduced from the area stipulated in Article 4 and visibility of the same is not hampered in any way. |
| 63 |                         | Size of the BQS is mentioned as 2 mtr -3mtr in RFP Document. Whereas in Draft Concession Agreement in Article 4 size of BQS is mentioned as 3 mtr.<br>Kindly clarify which size is to be considered while designing of BQS for calculating the estimated amount of revenue generation and for material / fabrication planning. Further in case total width of BQS allowed is 2 mtrs, we would like to know what will be the width which is cantilevered in front of central line of column and what will be width which is behind the central line of columns. | The standard size of BQS in the Concession is 9.00 m x 3.00 m and cannot be exceeded. In case space is not available on site a size of 9.00 m x 2.00 m is allowed.   |

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| 64 |  | <p>All the Co-ordination work with concerned agencies including the clearances / permission for shifting of utilities will be responsibility of the Concessionaire.</p> <p>With prior experience in the BOT – 1 &amp; 2 project, even as the matter was pursued by DTC, it took a considerable time to get the required clearances / permissions from the concerning authorities.</p> <p>Therefore, we have our apprehensions this time, if the whole responsibility lies with the Concessionaire only to get all the clearances, then it can cause considerable delay for arranging the clearances.</p> <p>Further, as per Clause No. 5.2 of the Draft Concession Agreement, it is quite clear that it will be the basic obligation of DTC to hand over physical possession of project site which is “free from all encumbrances”. Therefore, we request you to kindly make it explicitly clear that though the Concessionaire will be required to co-ordinate the work with other agencies for getting permissions / clearances, it would be primarily the responsibility of DTC to hand over clear sites to the Concessionaire where the work can immediately be started. This Clause needs to be amended as in BOT – I Concession Agreement.</p> | <p>Cl 2.4 and 5.2 of DCA are retained.</p> <p>As per Cl. 2.4 DTC undertakes to handover physical possession of BQS free from encumbrances together with necessary right/rights of way and that handing over of sites shall be linked to the agreed construction schedule.</p> <p>As specified in clause 5.2 (ii) DTC shall provide necessary assistance as far as practicable in this connection.</p> |
| 65 |  | <p>Concession Fee – Quarterly in advance</p> <p>In this BOT –III project, the Concessionaire shall be having the contractual obligation to pay a very large amount as Concession fee for the 400 BQS. In order to facilitate the success of this project, the terms of payment of Concession fee may kindly be relaxed as this has been also requested to vide our letter no. JSL/DTC/BQS-II/01 dtd. 5th March, 08</p> <p>It is requested that the Terms may please be relaxed to allow us payment of Concession fee on a monthly basis at the end of each month of commercial operations.</p> <p>Further, we would like to substantiate this point with the fact that the Concessionaire is required to put up 400 BQS which shall require huge</p>   | <p>Clause 11.1 of DCA is retained.</p>  |

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|    |  | <p>amount of resources to be invested which become the property of DTC from Day 1. The Concessionaire is also required to submit the Bank Guarantee (BG) of Rs. 5 Crore to safeguard the interests of DTC. Therefore, on account of above, even after blocking huge investment in putting up the BQS and submission of BG, the Concessionaire is required to pay the Concession fee quarterly in advance, which we think is unfair and must be relaxed to be paid on a monthly basis at the end of each month.</p> |  |
| 66 |  | <p>All insurance policies shall be in the joint name of Concessionaire and DTC. We request you to incorporate that in case the project is financed by a Financial Institution (FI), the name of the Financial Institution may be included in the Insurance policies.</p>   | <p>Clause 12.7 of DCA is retained.<br/>As per Clause 10.1 of DCA hypothecation of Project assets is not allowed in favour of the Lender. So the Lender cannot be a beneficiary of the insurance.</p> |

**Annexure 1**

| <b>S.No.</b> | <b>Location</b>              | <b>WPT</b>        |
|--------------|------------------------------|-------------------|
| 21           | Lado Sarai Xing              | Mehrauli          |
| 40           | Aya Nagar Xing               | Mehrauli          |
| 57           | Andheria More                | Andhria More      |
| 110          | Lado Sarai X-ing             | A.N.Depot         |
| 111          | Lado Sarai X-ing             | Lado Sarai X-ing  |
|              | Anupam Cinema                | Press Enclave     |
| 149          | Malviya Nagar<br>Market      | Malviya Nagar (T) |
| 232          | Maha Rana Partap<br>Chowk    | Airport           |
| 235          | Nanak Pura                   | Ring Road         |
| 244          | Bader Pur                    | Ashram            |
| 251          | Lal Kuan                     | Badar Pur         |
| 257          | Mahavir Stone                | Badar Pur         |
| 283          | A.N.Sector-4                 | Virat cinema      |
| 284          | A.N.Sector-4                 | Virat Cinema      |
| 307          | DDA Flat Kalkaji             | Govind Puri       |
| 312          | Chandi wala Estate           | Lal Kuan          |
| 313          | Chandiwala Estate            | Modi Mill         |
| 316          | Okhla Ind. Area              | Lal Kuan          |
| 332          | Teh Khand Village            | Kalkaji Depot     |
| 350          | DDA Flat Kalkaji<br>Terminal | Terminal          |
| 393          | G.K. Part-I (N-Block)        | -                 |

## SUMMARY OF CHANGES

Pursuant to replies to pre-bid queries as above, the respective clauses of the Bid Document for BOT III Project stand modified as specified in the following three aspects:

1. During Implementation Period the Concessionaire may choose to not open Escrow Account. However the Concessionaire is required to open escrow account before COD at commencement of operations period.
2. The locations on Ashram - Badarpur section of Mathura Road stand replaced by an equal number of locations elsewhere in the Project Area. DTC reserves the right to include the sites on this road in BOT III on a later date subject to NHAI clearance, for providing alternate sites if required, or for augmenting the project size by taking recourse to Article 13 and/or Article 14 of DCA.

The old locations (deleted from BOT-III) and new locations (added to BOT-III) are tabulated below:

### OLD LOCATIONS (Ashram – Badar pur Border)

|     |                 |           |          |
|-----|-----------------|-----------|----------|
| 236 | Ishwar Nagar    | Ashram    | Existing |
| 237 | CRRI            | Ashram    | Existing |
| 238 | CRRI            | Badar pur | Existing |
| 239 | Okhla Tank      | Badar pur | Existing |
| 240 | Harikash Nagar  | Ashram    | Existing |
| 241 | Madan Pur X-ing | Ashram    | Existing |
| 242 | Madan Pur X-ing | Badar pur | Existing |
| 243 | Aali Village    | Badar pur | Existing |
| 244 | Bader Pur       | Ashram    | Existing |

**NEW LOCATIONS (Added to BOT-III )**

|     |                           |                        |          |
|-----|---------------------------|------------------------|----------|
| 236 | Sheikh Sarai              | Police Training School | New Site |
| 237 | Sheikh Sarai              | BRT Corridor           | New Site |
| 238 | Nelson Mandela Marg       | Outer Ring Road        | New Site |
| 239 | Nelson Mandela Marg       | Vasant Kunj            | New Site |
| 240 | Vasant Kunj Power Station | Outer Ring Road        | New Site |
| 241 | Vasant Kunj Power Station | Vasant Kunj            | New Site |
| 242 | Masjid Moth               | Chirag Delhi           | New Site |
| 243 | Masjid Moth               | Nehru Place            | New Site |
| 244 | Modi Mill                 | Lajpat Nagar           | New Site |

**3. Fifty percent of proceeds from sale of Carbon Credits that can be generated from this Concession can be enjoyed solely by the Concessionaire and balance fifty percent of the proceeds shall be paid by the Concessionaire to DTC.**