

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY****मुंबई महानगर प्रदेश विकास प्राधिकरण**

No. MMRDA/ 2013/ 91

August 12, 2013

To

1	Kind Attention Mr. Yash Jain Times Innovative Media Limited Times Centre (1 st Floor) FC6, Sector 16 A, Noida- 201301 Mob: 9811440118	2	Kind Attention Mr. Pramod Bhandula J C Decaux 23, Okhla Industrial Estate, Phase-III, New Delhi-110020 Mob: 9810035154
3	Kind Attention Mr. Shekher Jadhav Laqshya Media private Limited Laqshya House, Next to Rameshwar Temple, Saraswati Baug, Society Road, Jogeshwari (East) Mumbai- 400060 Mob: 9819234592	4	Kind Attention Mr. Shripad Astekar Cartel Outdoor Advertising 5 th Floor, Poonam Plaza, Palm Road, Civil Lines, Nagpur- 440001 Mob: 9823050333
5	Kind Attention Mr. Govind Narayan Bombay Advertising Corporation Bashabhai Compound 274, S.V. Road, Opp- Jama Masjid, Bandra (West) Mob: 9930796343	6	Kind Attention Mr. S. Narayan Pioneer Publicity Corporation Pvt. Limited 410-416, B Wing, Anjani Complex, Periera Hill Road, Opp- Guru Nanak Petrol Pump, Andheri Kurla Road, Andheri (East) Mob: 9870504181
7	All prospective bidders		

Sub: Bid for Erection of Street Furniture in Bandra-Kurla Complex on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis: Minutes of Pre-Bid meeting and Standard Set of Deviations.

Sir/Madam,

The minutes of the Pre-bid meeting for the Erection of Street Furniture in Bandra-Kurla Complex on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis held on Friday, 28th June 2013 at 3.00 pm in Committee Room, 6th floor, MMRDA Bldg., Bandra Kurla Complex, Bandra (E), Mumbai 400 051 is attached here with as **Annexure - A**. The attendance sheet of the pre-bid meeting is attached as **Annexure - B**.

The Standard Set of Deviations as approved by MMRDA and which shall be integral part of the Bid document is at **Annexure - C**. The same is uploaded on MMRDA website.

Please note that the last date of sale of bid is **3.00 pm, 13th September 2013** and last date of submission of the bid is **3.00 pm, 16th September 2013**. This is issued with the approval of Metropolitan Commissioner.

Thanking you.

Yours sincerely

(S.C. Deshpande)
JPD (TP), MMRDA

Encl: Annexure A,B,C

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

Erection of Street Furniture in Bandra-Kurla Complex on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis

Minutes of Pre-Bid Meeting: 28th June 2013 at 3.00 pm

1. The Pre-Bid Meeting for Erection of Street Furniture in Bandra-Kurla Complex on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis was convened by Shri S.C Deshpande, JPD (TP) on Friday, 28th June 2013 at 3.00 pm in Committee Room, 6th floor, MMRDA Bldg., Bandra-Kurla Complex, Bandra (E), Mumbai 400 051. The **list of attendees** is attached as **Annexure –B**.
2. At the outset, Shri S.C Deshpande, JPD (TP) welcomed all the bidders and briefed them about the bid. He also explained MMRDA's high quality and expectations from the bid for Erection of Street Furniture in Bandra-Kurla Complex.
3. JPD (TP) initially asked about any typographical errors and logical errors in the bid document. He then mentioned about the typographical mistake on page No.7 at Sr. No. (b) Under column 'Evaluation Elements' i.e. "Experience of advertisement on all street furniture items more than 53 years" - should be read as 3 years instead of 53 years. All noted the same
4. The bidders raised queries on the bid conditions and the same were discussed. Bidders were also asked to forward to MMRDA written queries regarding bid document by 5th July 2013
5. Bidders were informed that the complete clarifications after approval by the "Bid Evaluation Committee" will be issued in due course on MMRDA website. The detailed list of queries and clarifications there-of are attached as **Standard Set of Deviations as Annexure –C.**
6. These Clarifications would be a Standard Set of Deviations which shall become an integral part of the bid document floated. All the bidders agreed to refer to the MMRDA website for the Standard Set of Deviations on the bid.
7. It was noted that few of the bidders who attended the pre-bid meeting had not purchased the copy of bid but had downloaded it from MMRDA website. The bidders were informed to purchase the copy to enable them to submit the bid as bid available on the MMRDA's website is for reference purpose only. The bidders agreed to the same and noted it.
8. The meeting concluded stating that MMRDA will issue Standard Set of Deviations on MMRDA Website. Bidders were also informed to keep updated with the MMRDA's website for any additional information prior to the submission of the bidding documents.



ANNEXURE

Annexure-B

MUMBAI METROPOLITAN REGIONAL DEVELOPMENT AUTHORITY

ATTENDANCE SHEET

Subject : - Provision of Street Furniture in BKC (Pre-Bid Meeting).

DATE - 28/06/2013

TIME - 03.00 p.m.

Venue: 6th floor, Committee room, BKC

Sr. No.	Name & Designation	Contact Nos.		E-mail	Signature	Compl
		Phone	Fax			
1	Shri S. C. Deshpande Joint project Director (TP)				<i>[Signature]</i> In Chair	
2	Shri S. Pimpalkhute Financial Advisor,					
3	Shri P. R. K. Murthy Chief, T & C Division				<i>[Signature]</i>	
4	Shri D. Sampathkumar Chief, T & C P Division				<i>[Signature]</i>	
5	Shri S. M. Sabnis Chief Engineer,	26891237		ce.mmrda@gmail.com	<i>[Signature]</i>	
6	YASH YARDHAN JAIN	9811440118	0120-6656718	yash.jain@timesgroup.com	<i>[Signature]</i>	TIME 00
7	CHANNAMALLIKARJUN Asst. Vice President	9980554498	"	Channamallikarjun.Biswanagda@timesgroup.com	<i>[Signature]</i>	TIME 001
8	PRAMOD BHANUNTA	9810035554	011-41525393	pramod.bhandulya@jockeyx.co.in	<i>[Signature]</i>	
9	PRITESH DOLÉ	9930111080	022-26741731	priteshdole@jockeyx.co.in	<i>[Signature]</i>	

ANNEXURE-B
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124/11/18

Sr. No.	Name & Designation	Contact Nos.		E-mail	Signature
		Phone	Fax		
10	Zahed Naana Sr Manager	996779579		zahed.naana@group.com	W
11	Nagesh Sawant Sr Manager	9820192472		nagesh.sawant@group.com	W
12	Mr. Shripad Kulkarni A.V.P	981923477		shripad.j@group.com	W
13	Mr. Shripad Kulkarni M.D.	9822050333		sa@carteloutdoors.com	R
14	PRASHANT VERMA CEO	7506080812		prashant.v@pioneerpublicity india.com	W
15	S. Karan	9870504187		karanj@pioneerpublicity can	W
16	Bombay Arts	9920125552		mister.huxon@gmail.com	W
17	V.A. Jambhale	9967936006		vajambhale.mmrda@gmail.com	W
18					
19					
20					
21					
22					

Annexure- C

Erection of Street Furniture in Bandra-Kurla Complex on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis.

Standard Set of Deviations

To be read with letter dated 12/08/2013 - Pre-bid Minutes of Meeting held on 28.06.2013

Sr. No	Ref No of Relevant paragraph in Bid	Clause as appearing in the published RFP	Response provided by MMRDA/ Modification of the relevant Clause
1.	Chapter 1 Section 14 Point 1.i Page 3	Earnest Money "Every BID must be accompanied by Earnest Money Deposit of Rs. 50 Lakhs (Rupees Fifty Lakhs only) to be paid by Demand Draft / Pay Order drawn in favour of the "MMRD FUND" and payable at a Schedule Bank in Mumbai"	"No changes in conditions"
2.	Chapter 1 Section no 16 Page 4	Joint Venture "Joint Venture are not allowed"	"JV is allowed" The bidder shall either be a single entity or a Joint Venture comprising not more than two members. In case the bidder is single entity, he shall have experience of advertising and street furniture works as mentioned in the conditions. In case of a JV, one member having advertising experience and another with experience of providing street furniture as per conditions in this document will be acceptable. Both the members shall be jointly and severally liable for the performance of the bid and contract conditions.
3.	Chapter-1 Section no. 16-ii Page no. 4	Experience "The bidder shall have experience of Design, Build, Operate and Maintaining minimum 50% of each of the quantities of any of the 4 types of	"The bidder shall have experience of Design, Build, Operate and Maintaining minimum 50% of each of the quantities of any of the 4 types of

(Sign of MMRDA Staff)

Sr. No	Ref No of Relevant paragraph in Bid	Clause as appearing in the published RFP	Response provided by MMRDA/ Modification of the relevant Clause
		the quantities of any of the 6 types of street furniture item, mentioned in Annexure A within a city within a year in last 3 years."	street furniture item, mentioned in Annexure A within a city within a year in last 3 years."
4.	Chapter-1 Section no. 16-iv Page no. 4	Annual Turnover " The bidder shall have the minimum Annual turnover of Rs. 50 crores for each of the last 3 years with minimum 25% turn over in field of erection of street furniture and advertisement of street furniture"	"No change in the conditions"
5.	Chapter 1 Section 20 Page 6	Last date of Submission "Bids shall be deposited in the sealed Bid Box in office of the Joint Project Director (Town Planning) at the address mentioned above latest by 3.00PM on 31st July 2013"	Last date of Submission "Bids shall be deposited in the sealed Bid Box in office of the Joint Project Director (Town Planning) at the address mentioned above latest by 3.00PM on 16 th September 2013"
6.	Chapter-1 Section . 23-i-A Clause b. Page no. 7	Advertisement Experience "Experience of advertisement on all street furniture items more than 53 years"	"Experience of advertisement on all street furniture items more than 3 years"
7.	Chapter 1 Section 1 Clause-c Page no. -13	Concession Period "The concession period shall be for 15 years including the construction period. The probable date of Work Order shall be 1st October 2013. MMRDA reserves the right to extent the concession period by another 5 years on the same terms and conditions"	"The concession period shall be for 20 years including the construction period. The probable date of Work Order shall be 1st October 2013. MMRDA reserves the right to extent the concession period by another 5 years on the same terms and conditions"
8.	Chapter 3 Section 1 (a) Page no. 13	Implementation Phase "The Construction Period of Street Furniture items shall be 365 days and in phases from the date of Work Order. Phase -I	"No changes in conditions"


(Sign of MMRDA Staff)

Sr. No	Ref No of Relevant paragraph in Bid	Clause as appearing in the published RFP	Response provided by MMRDA/ Modification of the relevant Clause
		(construction period before 180 days) shall include entire E block and 45 m road in G block. Phase –II construction period before 270 days) shall include balance roads in G block. Phase –III (construction period before 365 days) shall include G - n Block. However, the bidder is at liberty to complete Phase – II and III along with Phase I and or before 180 days for which he will receive bonus as mentioned below”	
9.	Chapter-3 Section 1, Clause a Page 13 Annexure D & Appendix XIII	<u>Amended Appendix –XIII: Specification Bicycle Stand</u> “MMRDA has newly developed a cycle track of 12 km in BKC and wish to operate the cycles on this track. The agency shall have to provide and operate Bicycle stand and cycles catering the users of the area. Agency may display the advertisement on cycle stand/ shelter not exceeding 12 Sq. M per stand. The cycle stand shall have the racks to dock the cycle with locking facility. The Agency shall not charge the public any rentals, etc. for use of the cycles. The agency shall have to maintain the cycles, cycle stands and the cycle track for whole concession period. For first year, the agency shall provide 100 cycles and in second another 100 cycles shall be provided by the agency. Similarly another 100 cycles in third year shall be added to achieve a goal of operating 300 cycles at the specified locations. The Agency shall consider different classes of users”. “No other changes in the terms and conditions”	“MMRDA has newly developed a cycle track of 12 km in BKC and wish to operate the cycles on this track. The agency shall have to provide and operate Bicycle stand and cycles catering the users of the area. Agency may display the advertisement on cycle stand/ shelter not exceeding 12 Sq. M per stand. The cycle stand shall have the racks to dock the cycle with locking facility. The Agency shall not charge the public any rentals, etc. for use of the cycles. The agency shall have to maintain the cycles, cycle stands and the cycle track for whole concession period. For first year, the agency shall provide 50 cycles and in second, third, fourth and fifth year, number of cycles added shall be 50,50,75,75 respectively, to achieve a goal of operating 300 cycles at the specified locations. The Agency shall consider different classes of users”. “Regarding number of cycles to be provided; depending upon response MMRDA can prepone the schedule and will be binding on

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(Sign of MMRDA Staff)

Sr. No	Ref No of Relevant paragraph in Bid	Clause as appearing in the published RFP	Response provided by MMRDA/ Modification of the relevant Clause
			the bidder" "No other changes in the terms and conditions"
10.	Chapter 3 Section 1 Clause g Page 15	Ownership "The newly Constructed Street Furniture items shall be the property of this Authority and will be handed over to MMRDA after the end of concession period and in proper functional order"	"No changes in conditions"
11.	Chapter 3 Section 5 Page 19	Urgent Removal of Street Furniture item or Advertisement thereon "If any street furniture item(s) or advertisement(s) is required to be shifted or removed urgently due to accidents, act of God, thefts, or on the direction of concerned Statutory Authorities before the expiry of contract period for any other reason whatsoever, the said item or advertisement displayed on it shall be removed by the Agency with their cost forthwith within twenty four hours on receipt of telephonic /written instructions by OIC to that effect."	"No changes in conditions"
12.	Chapter 3 Section 4 Clause d Page 19	Rents, taxes, electricity bills It will be the Agency's sole responsibility to pay the charges, rents, taxes, electricity bills, deposits on etc. levied by the concerned authorities directly to the authorities concerned"	"No changes in conditions"
13.	Chapter 3 Section 15 Page no. 24	Payment of Charges, Expenses "Payment of Charges, Expenses, Municipal License Fees, etc."	"No changes in conditions"
14.	Chapter 3 Section 22	Termination Notice Period "If, during the period of contract, the OIC has	"If, during the period of contract, the OIC has reasons to be dissatisfied with the execution of

(Sign of MMRDA-Staff)

Sr. No	Ref No of Relevant paragraph in Bid	Clause as appearing in the published RFP	Response provided by MMRDA/ Modification of the relevant Clause
	Page 29	reasons to be dissatisfied with the execution of contract and/or the performance of the Agency, the OIC may by notice in writing call upon the Agency to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Agency fail for a period of 15 days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the OIC then the OIC or the officer appointed by him shall serve a further 7 days' notice to the Agency in writing and on failure of the Agency to follow the orders in the said notice and notwithstanding anything contained in the agreement to the contrary, the OIC shall have a right to terminate the contract by giving a final 7 days' Notice in writing and the contract shall on expiry at the notice period stand terminated without prejudice to the right of the OIC to forfeit the Security Deposit as provided under clause 18(iv) of this contract."	contract and/or the performance of the Agency, the OIC may by notice in writing call upon the Agency to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Agency fail for a period of 30 days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the OIC then the OIC or the officer appointed by him shall serve a further 15 days' notice to the Agency in writing and on failure of the Agency to follow the orders in the said notice and notwithstanding anything contained in the agreement to the contrary, the OIC shall have a right to terminate the contract by giving a final 15 days' notice in writing and the contract shall on expiry at the notice period stand terminated without prejudice to the right of the OIC to forfeit the Security Deposit as provided under clause 18(iv) of this contract."
15.	Chapter 3 Section 37 Page no 33	Final Binding Decision "The decision of Metropolitan Commissioner, MMRDA shall be final and binding on the agency"	"No changes in conditions"
16.	Annexure D Specifications General Condition (2) Page 45	"Also, prior permission of the same shall also be taken by the agency at its cost and risk and payment of License fees, taxes, or any other sum payable to such authorities shall be sole responsibility of the agency"	"No changes in conditions"
17.	Annexure D Specifications	"The agency shall be responsible for the electric, water supply and other required connections required for any of the Street Furniture item. Also, he	"No changes in conditions"

(Sign of MMRDA Staff)

Sr. No	Ref No of Relevant paragraph in Bid	Clause as appearing in the published RFP	Response provided by MMRDA/ Modification of the relevant Clause
	General Condition (4) Page 45	shall be responsible for disposing-off the litter, drainage, etc. at the locations approved by the OIC. Further to this, the agency shall be responsible to pay all the bills, charges, etc. of any services used for any street furniture items"	
18.	Additional Advertisement Rights and Exclusivity	-	"No changes in conditions"
19.	Additional Warehouse	-	MMRDA cannot provide space for warehouse
20.	Additional: Company should have EPF registration	-	"No changes in conditions"
21.	Additional: Provision of yearly subsidies to share the burden of vandalism & theft		"No changes in conditions"
22.	Chapter-3 Section 1, Clause a Page 13 Annexure A,D,E	Quantities of Street Furniture This contract is for erection of Street Furniture items in Bandra-Kurla Complex on DBOMT basis; as per the quantities mentioned in Annexure-A and specification mentioned in Annexure-D and at locations mentioned in Annexure-E	Amended Annexure A


 (Sign of MMRDA Staff)

Amended ANNEXURE – A of the Bid Document, Page no. 38

Statement of Street Furniture for (E, G and GN Block)

Sr. No	Street Furniture	Quantity (No)		TOTAL QTY.	Advertisement Allowed
		E BLOCK	G & G N BLOCK		
1	Bench	25	80	105	No
2	Litter Bin	25	90	115	No
3	Information Board	6	18	24	Yes
4	Direction Board	20	150	170	No
5	Multipurpose Booth	5	17	22	Yes
6	Flag Pole	NIL	50	50	Yes
7	Vending Kiosk	2	08	10	Yes
8	Public Convenience	2	07	09	Yes
9	Bollard	75	750	825	No
10	Pole Mounted CIP	12	48	60	Yes
11	Bus Queue Shelter	01	29	30	Yes
12	Tree Guard	As Actual	As Actual	As Actual	No
13	Bicycle Stand	2	7	09	Yes
14	Bicycles	50	250	300	No

(Locations and specifications of the Street Furniture items mentioned above shall be as indicated in Annexure 'D' and 'E') **"The locations are indicative and will be subject to design provided by the bidder and approved by MMRDA before erection of site and after all necessary NOC's/ Approvals". "No other changes in the terms and conditions"**


(Sign of MMRDA Staff)