

S/N	Query	DMRC's Response
1	Point 16 of Annexure 2 page-28 States that the Licensee agrees to deposit the first advance quarterly license fee for Advertisement inside ITO metro station for minimum 100 Sqm, within 30 (Thirty) days of the date of issue of letter of acceptance whereas point 4.21 of instructions to bidders page 19 states that the licensee shall pay Advance License Fee for 1st Quarter to DMRC within 75days after handing over of licensed space.	Kindly refer Addendum / Corrigendum - 1
2	Please clarify if DMRC shall provide lockable automation/server room to the Licensee.	Kindly refer S/N 5 of Annexure -1 of DLA (Pg - 75)
3	The license period of 6 years + three years extendable may please be made as 10years as this concept requires huge investments and a longer confirmed license period of 10years shall add value to the viability of the concept.	Clause No. 5.1 of DLA shall be applicable (Pg - 51)
4	The fitment period of 75 days for this new concept is too low and the same may please be increased to 150 days. The preparation of detailed designs and its approval and imports, in case required, may take very long.	Clause No. 5.3 of DLA shall be applicable (Pg - 51)
5	At 6.9 of chapter 6 page-53 enhancement of license fee has been kept at 20% every three years which does not concur well with the market forces. It is suggested that enhancement be made 10% every three years.	Clause No. 6.9 of DLA shall be applicable (Pg -53). Bidders are requested to quote their financial bids accordingly.
6	At 7.8 of chapter 7 page-55 enhancement of performance security has been kept at 20% every three years which does not concur well with the market forces. It is suggested that enhancement be made 10% every three years	Clause No. 7.8 of DLA shall be applicable (Pg -55). Bidders are requested to quote their financial bids accordingly.
7	Point 2.3 (D) page-7 Time for Physical submission of cost of tender document and EMD has been kept at 15.00hrs on last date of tender submission which is the same as the last date and time of submission of Bid. Keeping two activities at the same time shall create confusion and that is why the time for physical submission of cost of tender document and EMD should be made 14.30hrs on last date of submission of bids (30 minutes before the last time of submission)	Kindly refer Addendum / Corrigendum - 1
8	Considering Licensee efforts in development of IT infrastructure, Marketing & Sales. It is suggested to keep Tenure of License for the period of 10 years.	Same as S/N 3
9	Scope of installation of Digital Screens required technical expertise for networking, connection with server etc on underground station. Suggestion: Increase fitment period from 75 days to 180 days.	Same as S/N 4
10	Suggestion: Interest Free Security Deposit should escalate by 10% on compounding basis after every 3 years.	Same as S/N 6
11	It would be difficult to measure 10 sqm of space on a digital screen. Therefore, it is suggested to change it to 10% display time instead of sqm area.	Clause No.1 of Chapter-1 of DLA shall be applicable (Pg -42)
12	According to this clause, Company shall not have any rights to advertise at the toilet blocks, which are given by DMRC to a separate contractor. It may create the competitive pricing impacting revenue. Suggestion: It is suggested to include all such media under the scope of this contract.	Clause No. 3.3 of DLA shall be applicable (Pg -48). Bidders are requested to quote their financial bids accordingly.
13	In order to check location feasibility to install digital screens. Request you to provide Station Layout Plans in DWG formats.	Due to security concerns, drawings cannot be provided. However, selected drawings may be provided to the successful bidder only. Non-disclosure agreement with DMRC needs to be signed as a pre-requisite.
14	Request you to provide details of provisions DMRC has provided for IT infrastructure for networking, server installation and Power Connection.	Successful bidder has to make their own arrangements for networking, server installation, power connection, etc.
15	Please clarify, if DMRC can allow floor standing units by Fastened through fasteners on floor and rooting of data cables through separate cable tray arrangements at ITO Station.	The same may be allowed, if found feasible.
16	Request you to provide data room space for keeping equipments for running the digital units.	Same as S/N 2

S/N	Query	DMRC's Response
17	To connect digital units we need hard wiring connectivity which may require digging of floor tiles for mile connectivity. Please advise if DMRC allow such permissions. We already tested last mile connectivity using Wifi at Delhi & Mumbai Airports and found it is not a feasible solution. Therefore, we request DMRC to allow hard wiring connectivity.	Successful bidder may be permitted to use DMRC cable trays as per feasibility.
18	Commencement Date as per its definition shall mean the date on which the Licensed Space is handed over by DMRC to the Company. What will happen if the partial handover happens? What will happen if the handover happens in staggered manner?	No partial/staggered hand over shall be done.
19	Advertising plan for each location/site will require prior approval by DMRC. Please define time line for getting such approvals from DMRC.	Clause No. 9.3 Chapter 9 of DLA shall be applicable (Pg - 57)
20	Such penalties may impact financial viability of the project. There is no Turnaround Time mentioned? The customers/clients will not wait for long for the approval to happen and thereafter advertisement to be displayed. Please define time line for getting such approvals from DMRC.	Same as S/N 19
21	The Concession period of 6 years is too less keeping in mind the huge investments required towards the digital media. The digital media requires 10 times more investments than static media and hence the gestation period is more. The concession period should be increased to minimum 20 years as all other contracts of DMRC are of 10 years.	Same as S/N 3
22	The ownership of the digital media formats should vest with the concessionaire at all the times to ensure best quality investments and upkeep of the media.	Clause No. 3.12 of Chapter-3 of tender document shall be applicable (Pg - 10)
23	It is suggested that the increase of concession fee should be five percent (5%) and not 20% every three (3) years as mentioned since this tender provides a non-exclusive environment for the bidder wherein other stations on this line have been excluded from the scope of this tender. Furthermore, the model of minimum guarantee or revenue share whichever is higher should be applicable for this project and bidders should quote the revenue share to be offered to DMRC.	Same as S/N 5
24	The fitment period of 75 days is to be less for procurement & installation of digital media. The same needs to be of 6 months in order to procure, install & market.	Same as S/N 4
25	The concessionaire be allowed to use a combination of static & digital media for the ITO station for the first 5 years.	Clause No. (a) of Chapter-1 of DLA shall be applicable (Pg -41)
26	the tender in its presnet form does not offer any exclusivity to the bidders. This tender should also include the entry/exit and all ancillary buildings at ITO station.	The scope of this contract covers advertisement rights through digital media only inside ITO metro station.
27	It is submitted that the definition of "Advertisement" must be provided in the definition section for more clarity. Please also clarify the position in respect of Parallel/Surrogate advertisement through Retail Outlets by Soft Drink, Telecom, e-portal, payphone, security screens, ATM's etc. It has been our experience that major advertisement clients find this alternate route thereby robbing the main advertising concessionaire of substantial business. It is suggested that DMRC puts in place a clear policy on Parallel/Surrogate Advertisement of direct or Indirect nature through the Retail/Passenger Facilitation routes.	Kindly refer Addendum/Corrigendum-1 for definition of Advertisement. The advertisement rights through this contract are being provided on 'as is where is basis' and other Property Business clients are being provided/allowed signage/logo, etc. as per their respective contract conditions after approval of DMRC.
28	It is submitted that the definition of "Exclusive Advertising Rights" must be provided in the definition section for more clarity on the subject tender. The matter was also discussed in the Pre Bid Meeting and it is suggested that the following may be included: "The License would be for Exclusive Advertising Rights which would include all mediums and kinds of advertisement and brand promotions at metro stations and would exclude the limited self branding of retail facility outlets as per the policy of the DMRC in vogue. DMRC should further streamline the self branding space to say 5% of the total Ground space provided to them. This exclusion however would not include the Third Party brand promotion through the Retail Outlets in any manner. It is therefore most important that DMRC puts in place a policy in this regard before calling for bids for Advertising Rights License.	Clause No. 3.2 & 3.3 of DLA at shall be applicable (Pg 46-48). Bidders may quote their financial bids accordingly.
29	It is suggested that the condition of appointing an Architect is dropped as the job of designing, fabricating, installing the advertising structures is more a combination of marketing and engineering background. We undertake to appoint a dedicated person but would request that the condition of appointing only an Architect is dropped.	Architect is to be appointed for smooth execution of license agreement and to facilitate the successful bidder.

S/N	Query	DMRC's Response
30	Please specify what DMRC would do to achieve this goal. It is suggested that DMRC supports its concessionaire to garner business and puts in place guidelines as to what assistance can be made available by DMRC officially.	All help in terms of tender document shall be extended to the successful bidder.
31	As discussed in the meeting that tender for ITO station has been invited separately as DRMC wanted to have digital advertisement mediums only at this station. A separate tender has also been invited for Line 6 station which exclude ITO Station. In this connection, we strongly recommended that ITO Station should also be made a part of Line – 6 tender, may be with the condition that a certain percentage (50% to 70%) of advertisement medium will be digital only. The inclusion will increase the viability of Line – 6 tender and interest of bidders as the marketing of DMRC advertisement product is not possible on each isolated station level. The bunch of sites spread over the line is essential to have any client on board.	Same as S/N 28
32	As discussed in the meeting, kindly treat these kind of services which are essential for commuters as expenditure contract and do not link it with any kind of advertisement contract as the same is infringement on the exclusive rights contract. As already informed in the meeting, a major bunch of business comes from different departments of Central and State Governments. Please clarify in detail the said clause to evaluate the actual business potential of this line. It is very strongly suggested to withdraw this exception as the same will discourage the bidders to participate. As already discussed, any essential services required at the station must be treated as an expenditure contract and should not have any linkage with advertisement rights in lieu. In case, DMRC provides any such facility in future to any company, a level playing field must have to be maintained and they should also be charged at same Sq. ft. rate for the advertisement area equivalence which DMRC will charge to the successful bidder. The formula for Advertisement Area Equivalence must be clearly defined in the tender document.	Clause No. 3.3 of DLA shall be applicable (Pg - 48). Bidders to quote their financial bids accordingly
33	The date of commencement of payment of License Fee should be minimum 180 days [Fitment Period] from the date of physical handover of stations by DMRC as it takes time to fabricate, install, and position the product in the market place. Moreover because of extremely restricted working hours of DMRC 75 days proposed time limit to be reckoned from the date of handing over of stations is extremely short and inadequate. In the event of DMRC agreeing for 180 days fitment period, we would be agreeable to pay license fee on prorata basis in respect of installed and sold out advertising spaces if any in this fitment period from the date of commencement of actual display.	Same as S/N 4
34	Till now, all tenders invited by DMRC have the escalation clause of 5% per annum which is revised to 20% p.a. after every three years in the said tender. It may please be appreciated that digital advertisement at ITO is a new experiment and to create acceptability will take long time. Therefore, it is suggested that for the first five years the license fee and security deposit may not be escalated. After the expiry of the first five years, the escalation clause may be applied @ 5% Per Annum as handling 20% escalation at any time would be very steep and harsh to handle.	Same as S/N 5 & 6
35	As discussed in the meeting, investing huge amount in Digital Advertising Hardware, payment of hefty security deposit and advance license fee is not viable for a license which is only for a period of 6 years and extendable for 3 years on mutually terms & conditions. It is strongly suggested to change the tenure of license to 15 years to make it economic viable and lucrative for interested bidders.	Same as S/N 3
36	It is strongly suggested to charge license fee on monthly basis with due date be the 10th of succeeding month. It is important to share that the collection cycle as per industry norms is a minimum of 90 -120 days after the campaign and therefore making advance payment that too on quarterly basis will involve substantial working capital of the company and will make the project unviable.	Clause No. 6.6 of DLA shall be applicable (Pg 52).

S/N	Query	DMRC's Response
37	The inclusion of such a clause is surprising as after a lot of deliberations with the industry, DMRC had agreed to take 100% security deposit in the form of Bank Guarantee. It is suggested that the condition of 100% Bank Guarantee in the form of Bank Guarantee be retained. Insistence of any Security Deposit in the form of DD/PO will be a retrograde step and again affect the project viability. Recently DMRC has awarded license for Line 1&5 and Line 3 in our favor and in both the contract, the Security Deposit was required to be submitted in the form of Bank Guarantee only. The contracts are running successfully. It is also suggested that the demanded bank guarantee should be asked for one year renewable on yearly basis. Additionally, the licensee can be asked for issuance of instruction to banker for renewal of Bank Guarantee on yearly basis and the same instructions is shared with DMRC to safeguard the financial interest of DMRC. The issuance of bank guarantee for a period of 2 years require payment of upfront bank charges to banker for 2 years, which will not provide any benefit to the DMRC, however the licensee has to incur two year cost upfront.	Clause No. 7.7 of DLA at shall be applicable (Pg - 55)
38	Please share the detailed working / calculations towards electricity charges that will be applicable on the consumption of the advertisement panels / spaces allotted under this agreement. It is suggested to share the information basis taking example of one backlit box of 10' x 5' in an underground station that will use about 14 nos. 36 W tube lights. Please share the DISCOM rate applicable as on date.	S/N 1 of Annexure-H shall be applicable (Pg 96)
39	It is suggested that the interest on delayed payment should not be charged more than the base rate of State Bank of India prevailing from time to time as the interest rate of 18% is highly punitive and commercially not viable.	Clause No. 6.7(1) of DLA shall be applicable (Pg - 52)
40	Recognizing nonpayment of license fee or any other amount a default qualifying for Termination is extremely punitive especially when DMRC has financially secured itself with Security deposits and penal interest clauses. It is therefore suggested that delayed payment for more than three (03) months should only attract action under such punitive clause.	Clause No. 6.7(4) of DLA shall be applicable (Pg - 53)
41	It may please be appreciated that in any operational facility the happening of Incidents/Accidents cannot be ruled out. It would be appropriate to replace the provision as follows: "If it is established on account of findings of an duly constituted enquiry commission as per the policy of DMRC for investigating such incidents that the licensee or any of its representative has caused an willful injury or death to DMRC employees/commuters or loss to DMRC property then the Licensee should have no objection to DMRC proceeding against such person as per provision of applicable laws". We are of the view that linkage of such incidents to termination of a license is totally unjustified as it could not be a reflection of performance of the obligations under the contracted arrangements.	Clause No.13.2 of DLA shall be applicable (Pg - 62)
42	The said clause be replaced as follows: "Termination by DMRC on operational ground shall not happen in the first five years. If DMRC terminates the License for such reason the Licensee shall be free to remove all advertising media: and (i) Be entitled to amount equivalent to Six (06) month License Fee applicable during last month prior to termination if DMRC decides to terminate the license within five years, and (ii) Be entitled to amount equivalent to three (03) month License Fee applicable during last month prior to termination if DMRC decides to terminate the license after five years. besides release / refund of interest free security deposit, after adjusting outstanding dues if any.	Clause No. 15.4 of DLA shall be applicable (Pg - 65)