

S/N	Queries	DMRC Reply
1	In the Eligibility criteria the minimum turnover required is INR 6.5 Crores annually in the last 3 audited financial years, which seems to be combined for both the lines. Since, there are 2 separate tenders for line-5 and line-6 we recommend this minimum turnover required should also be divided in accordance to the strength of trains available and the market value of each line.	Agreed. Clause 3.1 (Pg 8) may be read as: Bidders shall have a minimum annual average gross turnover of Rs.3 Crore & Rs. 6.5 Crore for Line-5 & 6 respectively, in last 3 (three) audited financial statements certified by a Chartered Accountant with stamp & signature.
2	The interest free security deposit may be accepted fully in the form of Bank Guarantee instead of 25% in the form of DD and 75% in the form of Bank Guarantee.	Not Agreed. Bidders may quote their financial bids accordingly considering the financial implication of this clause.
3	Actual Train Coach Sets may kindly be informed as on date on both the lines separately.	Kindly refer Annexure-A attached here with
4	The License fee should commence 75 days after the date of handing over of trains instead of 30 days.	Not Agreed. Bidders may quote their financial bids accordingly considering the financial implication of this clause.
5	The License fee and the Interest Free Security Deposit/Performance Security should be escalated by 10% on completion of every 3 years on compounding basis instead of proposed 20% which is too high keeping in mind the present economics of outdoor advertising.	Not Agreed. Bidders may quote their financial bids accordingly considering the financial implication of this clause.
6	The first escalation of LF/SD should be after 3 years from the start of LF date and thereon instead of 01/04/2019.	Agreed. Clause No. 2.14 & 2.23 of Article-2 and clause No.7.3 e of Chapter 7 may be read as: 2.14 The License Fee and the Interest Free Security Deposit/Performance Security shall be escalated by 20% on completion of every 3 (three) years from the commencement date of License period on compounding basis.
7	<b>Escalation of License Fee:</b> It is suggested that the increase of Concession Fee should be Ten percent (10%) and not 20% every three (3) years as mentioned since this tender provides a non-exclusive environment for the bidder wherein stations as well as the civil structures on this line have been tendered out separately	kindly refer S/N-5
8	<b>Advertisement Media:</b> Please clarify whether digital screens can be introduced by the Concessionaire inside the trains or any other innovative media with the advent of future developments will be allowed on mutual agreement between the DMRC and the Concessionaire	Bidders may quote their financial bids as per the terms & conditions as well as inventory of present Tender Document. However, in the future if such a proposal is received, the same can be considered based upon technical feasibility in the trains and price negotiation.
9	<b>Train Wraps:</b> 10% of total train sets are being made available to the Concessionaire for train wraps. It is stated that this results in very few number of train sets available for wrapping at any point of time. The same may please be increased to 30% of the total train sets	Bidders may quote their financial bids considering wrapping for 10% of total train coaches only. However, in the future if demand arise, the proposal can be considered based upon the price negotiation.

10	<p><b>Certificate from Auditor:</b> As per chapter-3 of the RFP sub point 3.1 the bidder has to submit financial statements certified by a Chartered Accountant whereas as per point 3.4 (a) bidders have to submit certificate from Statutory Auditors. Please confirm that the bidders can submit certificates from the Chartered Accountants and submit relevant extracts of the balance sheets and P&amp;L along with the same</p>	<p>Kindly refer Chapter-3, Clause No. 3.4 [Pg 8].</p>
11	<p><b>Number of Train sets on Line-6:</b> Please confirm that the total number of train sets on Line-6. As per Annexure-1 of the RFP the number provided is 38 whereas the total of the 4 coaches &amp; 6 coaches train sets is 34</p>	<p>kindly refer S/N-3.</p>
12	<p><b>Termination on Operational Ground:</b> The clause on termination on operational grounds by DMRC as per Article 7.8 of the draft Concession Agreement may please be omitted from the Agreement as DMRC can at any stage terminate the Agreement by giving a 3 months' notice to the Concessionaire which does not safeguard the Concessionaire investments in teams/infrastructure and promotion of the media</p>	<p>Not agreed. The clause is kept for emergency situations and unlikely events for reasons external to DMRC.</p>
13	<p><b>Arbitration:</b> The Arbitration panel should consist of 3 Arbitrators under the guidelines laid in the Arbitration &amp; Conciliation Act of 1996 with a panel of 3 arbitrators wherein each party appoints 1 Arbitrator and the two appointed arbitrator shall appoint the third with such arbitrators not being employees of DMRC</p>	<p>Kindly refer Article-8, which states that "The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made."</p>
14	<p>Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Tender) along with their Bid. The Bid Security shall be acceptable in the form of <b><u>Demand Draft /Pay Order or Bank Guarantee</u></b> in favour of "DMRC Ltd" payable at "Delhi".</p>	<p>Not Agreed. Bidders may quote their financial bids accordingly considering the financial implication of this clause.</p>
15	<p>All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The Licensee shall be allowed a <b>gestation period of 90 days</b> and accordingly, the License Fee shall commence from <b>90days</b> after the date of handing over of trains by DMRC. Since the present tender is for advertising rights in trains, for which business development takes a considerably longer period of time, it is proposed that a gestation period of 90 days may be provided.</p>	<p>kindly refer S/N-4</p>

16	<p>The configuration of each train set may be modified by DMRC at any stage on each line. DMRC may induct additional train sets in a given line or withdraw any train set from the service in a particular line, without giving any prior intimation to the Licensee. However, there shall not be any reduction / increase / modification in the annual license fee, except in case of handing over of car coaches beyond 125 car coaches on Line-5 &amp; 275 car coaches on Line-6 in number as mentioned below.</p> <p>In the pre-bid meeting dated 16.02.2016, we had made a detailed representation on increasing the number of initial number of trains / coaches on Line 6 and had sought increase thereof to 275 since there are already 212 coaches already plying on this line. We accordingly wish to reiterate our request that in view of the fact that there are already 212 coaches plying on this line, the initial number of coaches covered by the tender may be increased to 275 instead of 225 and the proportionate escalation in license fee may be made only after for coaches handed over beyond the said initial number of 275 coaches</p>	<p>CLAUSE No. 2.11 &amp; 2.12 may be read as: The configuration of each train set may be modified by DMRC at any stage on each line. DMRC may induct additional train sets in a given line or withdraw any train set from the service in a particular line, without giving any prior intimation to the Licensee. However, there shall not be any reduction/increase modification in the annual license fee, except for the provision of increase in holding beyond 125 car coaches on Line-5 &amp; 275 car coaches on Line-6 as mentioned below.</p> <p>2.12 :The amount of the license fee payable to DMRC shall remain valid up to 125 number of car coaches holding in Line 5 and up to 275 number of car coaches holding in Line 6. If there is any increase in car coaches beyond 125 &amp; 275 on Line 5 &amp; 6 respectively, the amount of license fee payable to DMRC shall be increased @ 75% of license fee applicable for that particular period.</p> <p>Eg:</p> <p>i) if the holding of car coaches is 130 on Line 5 then license fee payable to DMRC shall be License fee applicable for that particular period upto 125 coaches + [.75 X License fee applicable for that particular period upto 125 coaches X (130-125)/125].</p> <p>ii) if the holding of car coaches is 280 on Line 6 then license fee payable to DMRC shall be License fee applicable for that particular period upto 275 coaches + [.75 X License fee applicable for that particular period upto 275 coaches X (280-275)/275].</p>
17	<p>The License Fee and Interest Free Security Deposit / Performance Security shall be escalated by 20% on completion of every 3 ( three) year on compounding basis. To illustrate:</p> <p>If the Licensee commences payment of license fee w.e.f. 1st July 2016 then 1st escalation of the license fee shall be escalated by 20% w.e.f. 1st July 2019 and thereafter by further 20% w.e.f. 1st July 2022 and so on.</p>	Same as S/N- 6
18	<p>The selected Bidder(s) shall submit Interest Free Security Deposit/ Performance Security to DMRC equivalent to <b>Three months</b> License Fee of the current License Fee. The selected Bidder is required to deposit Interest Free Security Deposit/ Performance Security can be submitted in the form of Bank Guarantee (BG)/ Fixed Deposit Receipt (FDR)/ DD/PO.</p>	Not Agreed. Bidders may quote their financial bids accordingly considering the financial implication of this clause.

19	<p>Interest Free Security Deposit/ Performance Security shall remain constant for an increase in <b>coaches</b> up to 10% <b>over car coaches beyond 125 car coaches on Line-5 &amp; 275 car coaches on Line-6</b>. However, in case of increase in area is more than 10% than Interest Free Security Deposit/ Performance Security shall be increased on pro-rata basis.</p>	<p>clause No. 2.24 (Pg 50) of Article 2 &amp; clause No. 7.3 f of Chapter- 7 (Pg-22) may be read as: The Interest Free Security Deposit / Performance Security shall be renewed/ updated after every three years from the commencement date of License period i.e 6 months license fee at that time (25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO only, the remaining 75% of Interest Free Security Deposit/Performance Security can be submitted in the form of Bank Guarantee (BG)/Fixed Deposit Receipt) .The Interest Free Security Deposit / Performance Security shall not be modified on account of any increase or decrease in the areas of coaches during the interium period.</p>
20	<p>Please clarify and state whether DMRC has already placed orders for any additional coach cars over and above the number of cars mentioned in Annexure-1. If so, please specify how many such cars have been ordered and the expected date of commissioning.</p>	<p>Kindly refer Annexure-A</p>