

Sl. No	Clauses as per already floated tender	Contents of Provision	Query / Comments of Bidders	DMRC Clarification
1	Article-1: Definitions	The definition of "Exclusive Advertising Rights" is missing.	<p>It is submitted that the definition of "Exclusive Advertising Rights" must be provided in the definition section for more clarity on the subject Tender.</p> <p>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 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.</p>	The Definition mentioned in refreed clauses is indicative in nature, the detail scope available at Chapter 3 of DLA , clearly elaborating permissible inclusions and exception. Further, clause 17.12 of DLA addresses the issues of Generic signages, mentions that the advertisement rights are granted on exclusivity basis.
2	4.5.1EMD/Bid Security	Schedule-1:Rs 15,00,000/- (Rupees Fifteen Lakhs only), and Schedule-2: Rs 15,00,000/- (Rupees Fifteen Lakhs only) in the form of a Demand Draft/Pay Order/Banker's Cheque in favour of 'Delhi Metro Rail Corporation Ltd.,' payable at New Delhi & drawn on a scheduled Commercial Bank.	It is submitted that the EMD/ Bid Security be taken in the Bank Guarantee instead of Bank draft/Pay Order/Bankers Cheque, as paying this amount in Bank Draft blocks working capital for a period of 180 days without any interest, this will be an adverse impact on the working capital. Qualifying Technical Bids can be announced after receipt of confirmation from issuing Bank of Bank Guarantee within one week from the date of opening Technical Bid.	Not Agreed, Clause No 4.5.1 of RFP Shall be applicable
3	6.4. (4) Payment of Advance License Fee for 1st Quarter to DMRC by Licensee.	<p>Within 75 days from the date of handing over of the licensed space for advertisement, without consideration of any interest.</p> <p>The License Fee shall commence immediately after expiry of the fitment period of 75 days ,i.e. from 76th day from the date of handing over of area/spaces at stations as per Annexure – I shall be charged until the termination/completion of agreement/contract.</p>	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.	Not Agreed, Article 2 (Clause No 2.4) of DLA Shall be applicable
4	Scope of Work (7.2 (i))	Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.	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.	Not Agreed.

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5	Scope of Work 7.2 (m)	Promote DMRC amongst India's top three Destination Brands for Advertising.	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.	DMRC aims to achieve the same, through effective collaboration with the successful bidder. Article 3 of DLA highlights the factors for maintenance and operation of advertisement spaces.
6	7.3 Route / Section Available For Exclusive Advertisement Rights Inside Selected Metro Stations :	Selected Metro Station as per Annexure – I i.e. from Samayapur Badli to Rajiv Chowk and Patel Chowk to Arjangarh, Metro Stations of Line-2 on DMRC Network are proposed to be given for Exclusive Advertisement Rights inside metro station in two separate schedules.	<p>On perusal of Stations Listed at Annexure I reveal that Most Important Stations namely Guru Dronacharya, Sikinderpur, M.G. Road, IFFCO Chowk and HUDA City Centre have been excluded. In the overall matrix of the combination offered these stations are financially significant. We would suggest inclusion of these stations.</p> <p>The matter regarding exclusion of key stations, which form "backbone" of this particular line, was discussed at length in the Pre Bid meeting dated 16.11.2017. It is understood that these stations have been excluded to allow DMRC to explore awarding "Naming Rights Concession". It is suggested that the following be favorably considered in this regard before arriving at any final decision:</p> <p>The matrix of stations is retained to include all stations of Line-2. This would ensure economic viability of the entire Line and enhance comparative valuations of the advertising rights concession;</p> <p>The five stations off Line 2 have been excluded from this tender as DMRC wanted to have digital advertisement mediums only at these stations. In this connection, we strongly recommended that these Stations should also be made a part of this tender only with the condition that a certain percentage (50% to 70%) of advertisement medium will be digital only. The inclusion will increase the viability of this 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.</p> <p>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.</p>	Not Agreed. The stations available for Exclusive Inside Advertisement Rights are placed at Annexure-1 of RFP. The referred five(5) Stations have already been provided with co-branding rights. The same was informed during pre-bid held on 20.03.2018. for minimum chargeable area please refer Annexure 1 of RFP.

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			<p>Further DMRC bifurcated entire line in two separate schedules. In schedule-1 DMRC offered 1420sqm and in schedule-2 1405 sqm. On our market study, we found that more than 50% stations on Line-2 have no demand at all, 30% metro stations have average demand and remaining 20% stations have good response from the advertisers. Keeping this study in view we request you to consider reduction in minimum area to 25 sqm. At all the stations except Rajiv Chowk, New Delhi, Central Secretariat, INA, AIIMS, HauzKhas, Malviya Nagar, Saket, QutubMinar, Chhatapur, Vishwavidyalaya, GTB Nagar, Model Town and Azad Pur metro stations.</p> <p>As there is a provision in License Agreement, we will always request DMRC for additional space at specific metro station as and when there is arequirement/demand by the clients. Therefore it is requested to consider our genuine request for reduction in minimum area; so that the contact can be sustainable for long run, otherwise it would be difficult for any bidder to continue for entire nine (9) years duration of the contract.</p>	
		<p>(i) DMRC has provided contract for operation of regular cleaning & maintenance of toilet blocks with continuous serviceability round the clock and also for cycle stands along with advertisement rights (for area not exceeding 15 sqm at each facility/metro station) on the toilet blocks/cycle stands to the contractor.</p> <p>(ii) DMRC has provided contracts for water ATMs where in water is made available to commuters along with advertisement rights (for area not exceeding 02 sqm) on the water ATMs.</p>	<p>(i) & (ii) 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 contact.</p>	

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7	7.4 (i) Exception to Exclusivity (Inoor advertisement)	<p>(iii) DMRC provides contract for providing dual display digital media signage/DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, video wall, etc,wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for advertisement on these digital media along with display of DMRC signage, information, messages, etc. These digital media would be licensed for an area not exceeding 10 sqm at each metro station. And successful bidder for this contract will also be eligible to bid with contract for DDIS.</p> <p>(iv) DMRC may nominate some of the (locations/stations of DMRC network for providing Art/exhibition/event corner, wherein DMRC would be utilizing a defied location at the station for displaying exhibits, artwork, etc. without any commercial consideration to the licensee. Presently these corners are available at Malviya Nagar, Central Secretariat, Rajiv Chowk, Kashmere Gate and Vishwa Vidhyalaya Metro Station.</p>	<p>(iii)Please make the digital media contract a part of this tender only. DMRC may put a condition to use certain % area with digital advertisement medium. Inviting any tender of any sort for these stations wherein scope of activities involves any kind of advertisement will infringement of exclusive rights and discourage the interested bidder for participating / putting the competitive bids.</p> <p>(iv) We don't have any objection for providing Art / Exhibition corner till the time it does not infringes our exclusive rights and also do not disturb our layout plan for putting up advertisement boxes.</p>	Not Agreed. The exceptions to the tender are mentioned in Clause 7.4 of RFP and 3.9.5 of DLA (i.e. would not be part of the scope of this tender)
<p>(v) DMRC may install/create any new inventory, panels, etc. for its partners, etc. without any commercial exploitation from the same which may be for displaying artwork/exhibition corner, other exhibits without any commercial consideration to the Licensee.</p>	<p>(v&vi)) 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.</p>			
<p>(vi) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed / owned by them viz, mobile, tablet, etc. of commuters, DMRC Staff etc.</p>				

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		<p>(vii) At Six metro stations viz. Udyog Bhawan, Lok Kalyan Marg, Jorbagh, INA, Green Park & Hauz Khas which are forming part of this License Agreement, DMRC has provided/intends to provide space in these metro stations for display of Art work, Handicrafts, Portraits, promotion of Heritage, Art & Culture etc. The licensee shall at liberty to identify other available spaces at these stations after excluding the spaces identified for display of these activities.</p> <p>(viii) Co-branding Rights - DMRC may provide Co-Branding Rights at selected stations wherein the selected licensee would be allowed to suffix the brand name of the approved brand with the existing name of the station, along with up to 10sqm of branding space (both inside as well as outside) on civil structure of the station.</p> <p>Presently 2 stations of Line-2 viz. Green Park and Vishwavidyalaya have been earmarked for Co-Branding activities is permitted to the licensee.</p>	<p>(vii) 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.</p> <p>(viii) 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.</p> <p>“TDI” has no objection if DMRC in lieu of including these currently excluded stations allows “Naming Rights Concession with a Co-Branding or Retailing Option” without infringing upon the “Advertising Rights Concession” on the condition that the exercise to award the “Naming Rights” concession in respect of these stations is completed before awarding the “Advertising Rights” concession, and the names of the successful brand / corporate who bags these concessions is shared in the Tender Document; This will enable us to bid accordingly.</p>	
8	Draft License Agreement Article-2: License Fee 2.4& 2.7	The License fee shall commence immediately after expiry of the fitment period of 75 days, i.e, from 76th day from the date of first handing over of area/spaces at stations as per Annexure-I and shall be charged until the termination/completion of agreement/contract. The licensee fee along with GST (as applicable, presently @ 18%) shall paid to DMRC on quarterly basis in advance to DMRC by the last workingday of the previous running quarter.	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.	Not Agreerd, Article-2 (Clause 2.4 & 2.7) regarding submission of License Fee of DLA shall be applicable.

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9	Interest Free Security Deposit / Performance Security: Chapter 8: 8.3 (a&b)	<p>The selected Bidder/Licensee shall submit& pay Interest Free Security Deposit / Performance Security to DMRC equivalent to half yearly (6 months) License fee based on minimum chargeable area mentioned in Annexure – I i.e. 3200 sqm in respect of stations from Samayapur Badli to Arjangarh of Line-2 at offered/accepted rate of license fee as on date of its submission.</p> <p>The selected Bidder shall deposit & pay minimum 25% of the interest Free Security Deposit/Performance Security in the form of DD/PO in favour of DMRC Ltd. and 75% or remaining amount of Interest Free Security Deposit/Performance Security shall be paid in form of DD/PO/Bank Guarantee. Interest Free Security Deposit/Performance up to Rs. 10.00 lacs shall be paid in the form of DD/PO only. The DD/PO shall be payable in Delhi & drawn on a scheduled commercial bank.</p> <p>The bank guarantee should be valid at least for three years.</p>	<p>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.</p> <p>In the earlier contracts DMRC has awarded license for Line 1&5, Line 3 and Line 6 in our favor and in all the contracts, the Security Deposit was required to be submitted in the form of Bank Guarantee only. The contracts are running successfully.</p> <p>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 3 years require payment of upfront bank charges to banker for 3 years, which will not provide any benefit to the DMRC, however the licensee has to incur three year cost upfront.</p>	Not Agreed, Article-2 (Clause 2.10-2.20) regarding Interest Free Security Depposit/Performance Security of DLA Shall be applicable

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10	Evaluation of Bids Clause 6.5 of NIT	<p>The selected bidder is required to submit Interest Free Security Deposit/ Performance Security within 30 (Thirty) days from the date of issuance of Letter of Acceptance. Any request of successful Bidder for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security deposit Performance Security. In case bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, an extended period of 15 days to make LOA payment along with penal surcharge payable to DMRC shall be @ 3% flat on LOA amount, if Bidder fails to comply with the terms & conditions of the LOA & make payments there under, the LOA may stand cancelled and Earnest Money deposit/bid security submitted by the successful bidder may be forfeited in favour of "Delhi Metro Rail Corporation Ltd.,". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.</p>	<p>It is also suggested that the time limit of 30 days be extended to 180 days without any penal clauses, as any financial institution considering financial assistance will take at least 120 to 180 days' time after the issuance of LOA for the assessment, evaluation & processing of project and finally sanction and disbursement in favor of successful bidder.</p>	<p>Not Agreed, Clause No 6.5 of RFP Shall be applicable</p>

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11	Draft License Agreement 3.9.6 Additional Area	<p>If the Licensee is desirous of taking up additional area and revising already approved advertisement plan at any particular location/site, The Licensee shall submit advertisement plan of the additional area for approval of DMRC once in a quarter only and in multiples of 25 sqm only.</p> <p>In case additional area is taken up for short duration, it shall be charged for short duration, it shall be charged from the date of handing over of such additional area. Additional area shall be charged on pro-rata basis & shall be charged for a minimum period of 90 days irrespective of the fact that it is utilised or not and the license period for such additional area shall be co-terminus with the main original license period. No fitment period shall be given for any additional space so provided at existing stations. Fitment period shall be applicable only for new metro stations.</p>	<p>(a) If such additional area is taken for the currency of the license agreement, fitment period of 75 days is permitted in L-6 license agreement, the same condition should extend in this license agreement also.</p> <p>(b) In general 90% of advertisement campaigns taken by the Clients for a period of 30 days. The remaining 10% campaigns vary beyond 30 days period. In the case of STP Clients would like to take space for specific functions/events to display at metro stations for shorter duration like 10 to 15 days. In such cases asking 90 days license fee will be too harsh and discouragement to the prospective clients. This in turn loosing additional revenue to both DMRC as well as to Licensee. Due to this restriction short term promotions are going back. It is in the interest of both a suitable amendment is requested to avail such opportunities.</p>	Not Agreed
12	General observation to be included in license agreement.	Power shadow block	<p>In the present tender, 32 metro stations are offered for exclusive advertisement rights. Out of which 17 stations are underground and 15 stations are elevated. Change of flexes in underground stations require power shadow block for safety of workmen and presence of Property Business Representative is mandatory at the time of flexes change as per DMRC's regulations. Therefore, following clauses should be included in license agreement:</p> <p>(a) It should be the responsibility of DMRC to provide Power shadow block on regular basis.</p> <p>(b) And Property Business Representative should also be made available on regular basis for said activity.</p> <p>(c) It requested to make a SOP for providing Power Shadow Block on regular intervals and such process approved by DMRC should be applicable and binding on all concerned.</p>	Shadow /Power block may be provided subject to Operational & Maintenance requirements.