

**QUERIES / CLARIFICATIONS / SUGGESTIONS**

**TENDER ID:** 2019\_DMRC\_519148\_1

**TITLE:** Exclusive Co-branding through Expression of Interest at selected metro stations of DMRC Network

<b>S.N.</b>	<b>Clause No. (From RFP)</b>	<b>Relevant Extract</b>	<b>Query</b>	<b>Reply</b>
1.	3.1	As of today, DMRC network comprises of eight operational lines, along with the Airport Express Line with a ridership of more than 3.2 million commuters per day.	What is the average daily footfall on each of the station covered under the tender?	The list is enclosed below.
2.	4.4	Bid Variable: The Bidder shall submit the financial quote (BOQ) through e-tendering portal only. Financial quote would comprise of the rate of annual License fee "X" in the bid form in both words as well as figures. There will be a single quote for each station	What is the minimum financial quote or reserve price as per DMRC for each station or category wise?	As per standard policy in Property Business Tenders, reserve price is not disclosed. Bidders may quote their own price based on self-assessment and current market scenario.
3.	8.2 r/w Clause 5.3, 9.2 & 9.3 of DLA	All advertising/Co-branding spaces/plans as per scope detailed in clause 5.1 of RFP document at the selected Metro station proposed by the Licensee are subject to prior written approval from DMRC with regard to operational feasibility, aesthetics, and safety& security concerns. In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within Ten (10) working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.	We suggest that if the approval of the proposal is not received by the Licensee within 10 working days the same shall be deemed to be approved by the Committee.	Not Agreed. As it is the matter of operational feasibility, aesthetics and safety & security of DMRC.

S.N.	Clause No. (From DLA)	Relevant Extract	Query	Reply
1.	13.4	<p>Joint inspection of station may be conducted by DMRC officials and Licensee, at mutually convenient time. Discrepancy noticed or instructions issued by DMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or wilful non-compliance of DMRC written instructions for a period of 30 days shall constitute Material breach and Licensee Event of Default, which shall entitle DMRC to en-cash security deposit in part or full and/or terminate the License Agreement after giving 30 days' notice to the Licensee.</p>	<p>We suggest that the time period be amended to read as 7 working days. Please confirm is the suggestion is acceptable.</p>	<p>Not agreed. Stations of DMRC is operational all 7 days of the week and the Discrepancies may lead to the inconvenience in operation or aesthetics of station.</p>
2.	16.1.5	<p>There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.</p>	<p>We suggest that the Conciliator appointed be an independent third party. Please confirm if the suggestion is acceptable.</p>	<p>Not Agreed. This is as per approved standard tender conditions of DMRC.</p>
3.	16.1.2 & 16.2.6	<p>Notice of Dispute For the purpose of Sub-Clause 16.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the final settlement of the contract after termination/ surrender/ completion of contract as advised/ intimated by DMRC to the licensee.</p> <p>16.2.6 16.2.7 If the licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC / about the final settlement of the contract on termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims</p>	<p>We suggest that the right of parties to initiate arbitration should be governed as per the provisions of the Limitation Act.</p> <p>Please confirm if the suggestion is acceptable.</p>	<p>Not acceptable. This is as per approved standard tender conditions of DMRC.</p>

4.	16.2	<p>16.2 Arbitration</p> <p>If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <p>a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.</p>	<p>We suggest that Parties should go for an Institutional Arbitration to be held under the aegis of Delhi High Court Arbitration Center.</p> <p>Please confirm if the suggestion is acceptable.</p>	<p>Not acceptable. This is as per approved standard tender conditions of DMRC.</p>
5.	16.3	<p>16.3 Interest on Arbitration Award:</p> <p>Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.</p>	<p>We suggest deletion of this clause.</p> <p>Please confirm if the suggestion is acceptable.</p>	<p>Not acceptable. This is as per approved standard tender conditions of DMRC.</p>
6.	17.4	<p>No political advertisement shall be displayed/pasted at the space provided for the commercial advertisement during the period of Model Code of Conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.</p>	<p>We suggest that the Political advertisements which have been approved by “Media Certification and Moderation Committee” appointed by Election Commission should be allowed to be displayed.</p> <p>Please confirm if the suggestion is acceptable.</p>	<p>Not acceptable. The guidelines are issued by the Election Commission to DMRC.</p>
7.	17.5	<p>The Licensee will not ask for any claim or seek any compensation from DMRC if advertisement at any advertisement spaces inside any station is not permitted due to court order/local laws/civil authorities.</p>	<p>We suggest that relief of proportionate reduction in the License fee be given to the Licensee in such cases.</p> <p>Please confirm if the suggestion is acceptable.</p>	<p>Not acceptable. The advertisement area may be used at any other place inside/outside the station as per the scope and Terms &amp; Conditions of tender documents after taking approval of DMRC.</p>

## Average daily Footfall data of Stations

S/N	Line	STATION	AVERAGE FOOTFALL
1	1	SHAHEED STHAL (NEW BUS ADDA)	33,053
2	1	HINDON RIVER	4,435
3	1	ARTHALA	2,686
4	1	MOHAN NAGAR	12,341
5	1	SHYAM PARK	5,370
6	1	RAJENDRA NAGAR	6,453
7	1	RAJBAGH	10,192
8	1	SHAHID NAGAR	1,972
9	1	DILSHAD GARDEN	32,439
10	1	JHILMIL	17,335
11	1	MANSAROVAR PARK	17,875
12	1	SHAHDARA	62,275
13	1&7	WELCOME	17,912
14	1	SEELAMPUR	31,371
15	1	SHASTRI PARK	25,845
16	1	KASHMERE GATE RAIL*	36,273
17	1	TIS HAZARI	36,240
18	1	PUL BANGASH	22,641
19	1	PRATAP NAGAR	20,336
20	1	SHASTRI NAGAR	32,453
21	1	INDERLOK*	15,382
22	1	KANHAIYA NAGAR	14,469
23	1	KESHAV PURAM	11,568
24	1	ROHINI EAST	21,497
25	1	ROHINI WEST	41,199
26	1	RITHALA	57,086
27	2	SAMAYPUR BADLI	26,373
28	2	ROHINI SECTOR - 18,19	19,404
29	2	HAIDERPUR BADLI MOR	11,262
30	2	JAHANGIR PURI	45,152

S/N	Line	STATION	AVERAGE FOOTFALL
31	2	ADARSH NAGAR	18,070
32	2	AZADPUR	20,235
33	2	MODEL TOWN	13,393
34	2	CIVIL LINES	11,927
35	2	KASHMERE GATE *	57,804
36	2	CHANDNI CHOWK	139,378
37	2	CHAWRI BAZAR	52,295
38	2	NEW DELHI	127,496
39	2	PATEL CHOWK	28,362
40	2	UDYOG BHAVAN	16,703
41	2	LOK KALYAN MARG	11,256
42	2	DILLI HAAT- INA	37,324
43	2	AIIMS	46,139
44	2	HAUZKHAS	45,304
45	2	MALAVIYA NAGAR	57,104
46	2	SAKET	83,557
47	2	QUTAB MINAR	17,515
48	2	CHHATAR PUR	63,934
49	2	SULTAN PUR	14,633
50	2	GHITTORNI	14,589
51	2	ARJAN GARH	17,837
52	3	NOIDA SECTOR 59	14,537
53	3	NOIDA SECTOR 52	39,811
54	3	NOIDA SECTOR 34	11,610
55	3&8	BOTANICAL GARDEN	68,875
56	3	NEW ASHOK NAGAR	24,917
57	3	MAYUR VIHAR EXTN.	9,091
58	3&7	MAYUR VIHAR PHASE-1	36,070
59	3	YAMUNA BANK *	1,843
60	3	INDRAPRASTHA	8,877

S/N	Line	STATION	AVERAGE FOOTFALL
61	3	PRAGATI MAIDAN	16,918
62	3&6	MANDI HOUSE	21,102
63	3	JHANDEWALAN	36,174
64	3	PATEL NAGAR	28,635
65	3	SHADIPUR	48,019
66	3&5	KIRTI NAGAR *	20,562
67	3	MOTI NAGAR	33,750
68	3	RAMESH NAGAR	19,521
69	3	RAJOURI GARDEN	34,014
70	3	TAGORE GARDEN	24,623
71	3	SUBHASH NAGAR	40,979
72	3	TILAK NAGAR	42,761
73	3	JANAK PURI EAST	24,549
74	3	JANAK PURI WEST	24,596
75	3	UTTAM NAGAR EAST	70,737
76	3	UTTAM NAGAR WEST	36,178
77	3	NAWADA	40,994
78	3	DWARKA MOR	74,795
79	3	DWARKA	18,227
80	3	DWARKA SECTOR-14	15,702
81	3	DWARKA SECTOR-13	9,605
82	3	DWARKA SECTOR-12	15,283
83	3	DWARKA SECTOR-11	7,683
84	3	DWARKA SECTOR-9	12,435
85	3	DWARKA SECTOR-8	7,158
86	3	DWARKA SECTOR-21	24,009
87	4	KAUSHAMBI	33,996
88	4&7	ANAND VIHAR	58,756
89	4&7	KARKARDOOMA	21,735
90	4	PREET VIHAR	23,842

S/N	Line	STATION	AVERAGE FOOTFALL
91	4	NIRMAN VIHAR	53,613
92	5	INDERLOK *	10,340
93	5	ASHOK PARK MAIN *	5,952
94	5	PUNJABI BAGH	4,831
95	5	SHIVAJI PARK	7,735
96	5	MADI PUR	6,740
97	5	PASCHIM VIHAR EAST	10,119
98	5	PASCHIM VIHAR WEST	6,601
99	5	PEERA GARHI	19,683
100	5	UDYOG NAGAR	10,147
101	5	MAHARAJA SURAJMAL STADIUM	6,135
102	5	NANGLOI	28,419
103	5	NANGLOI RAILWAY STATION	10,822
104	5	RAJDHANI PARK	6,110
105	5	MUNDKA	11,396
106	5	MUNDKA IND. AREA	1,995
107	5	GHEVRA METRO STATION	3,897
108	5	TIKRI KALAN	1,178
109	5	TIKRI BORDER	3,023
110	5	BAHADURGARH CITY	18,038
111	5	SAT GURU RAM SINGH	4,666
112	3&5	KIRTI NAGAR *	20,562
113	6	KASHMERE GATE	21,580
114	3&6	MANDI HOUSE - 6	21,102
115	6	CENTRAL SECRETARIAT *	3,069
116	6	KHAN MARKET	11,550
117	6	JANGPURA	13,261
118	6	MOOLCHAND	14,202
119	6	KAILASH COLONY	20,128
120	6	NEHRU PLACE	26,759

S/ N	Line	STATION	AVERAGE FOOTFALL
121	6	GOVINDPURI	46,492
122	6	HARKESH NAGAR OKHLA	13,503
123	6	JASOLA APOLLO	13,686
124	6	SARITA VIHAR	17,862
125	6	MOHAN ESTATE	12,126
126	6	TUGHLAKABAD	24,118
127	6	BADARPUR	29,270
128	6	SECTOR-28	7,343
129	6	OLD FARIDABAD	13,164
130	7	MAJLIS PARK	4,955
131	7	AZADPUR	7,002
132	7	SHALIMAR BAGH	12,391
133	7	SHAKURPUR	11,203
134	7	PANJABI BAGH WEST	9,362
135	7	ESI HOSPITAL	2,849
136	7	RAJOURI GARDEN	10,177
137	7	MAYAPURI	12,446
138	7	NARAINA VIHAR	12,655
139	7	DURGABAI DESHMUKH SOUTH CAMPUS	19,805
140	7	SAROJINI NAGAR	27,449
141	6&7	LAJPAT NAGAR-7	41,036
142	7	VINOBA PURI	10,717
143	3&7	MAYUR VIHAR PHASE-1	36,070
144	7	MAYUR VIHAR POCKET - I	8,691
145	7	TRILOK PURI - SANJAY LAKE	2,647
146	7	EAST VINOD NAGAR-MAYUR VIHAR-II	2,517
147	7	MANDAWALI-WEST VINOD NAGAR	2,031
148	7	I P EXTENSION	5,134
149	4&7	ANAND VIHAR	58,756
150	4&7	KARKARDUMA	21,735

S/N	Line	STATION	AVERAGE FOOTFALL
151	7	KARKARDUMA COURT	8,040
152	7	KRISHNA NAGAR	6,206
153	7	EAST AZAD NAGAR	7,868
154	1&7	WELCOME	17,912
155	7	JAFFRABAD	5,562
156	7	MAUJ PUR - BABAR PUR	17,570
157	7	GOKUL PURI	9,027
158	7	JOHRI ENCLAVE	12,757
159	7	SHIV VIHAR	18,620
160	3&8	BOTANICAL GARDEN	68,875
161	8	KALINDI KUNJ	8,849
162	8	JASHOL VIHAR SHAHEEN BAGH	16,979
163	8	OKHLA VIHAR	7,449
164	8	R.K.PURAM	7,931
165	8	MUNIRKA	22,748
166	8	SADAR BAZAR CANTONMENT	3,885
167	8	PALAM	38,200
168	8	DHASRATH PURI	21,356
169	8	DABRI MOR-JANAK PURI SOUTH	19,588
170	8	JANAK PURI WEST	33,462
171	9	DHASA BORDER	Not operational
172	9	NANGALI	3,708
173	9	NAZAFGARH	19,146