

**Title: Exclusive Outdoor Advertising Rights on Civil Structures of Samaypur Badli to New Delhi Metro Stations of Line-2 (Yellow Line) in DMRC Network**

S.NO.	Clause	Existing Provision	Query	Clarification
1	3.12 Page 10	The Bidder should be a registered advertiser with North DMC, the certificate regarding which has to be submitted with the bid. The bid without the registration certificate shall not be considered and is likely to be rejected, on this ground itself, as registration with the concerned MCD is a mandatory clause of OAP-2017.	In order to have participation in civil structure tenders we suggest DMRC, registration with North DMC should not be a mandatory criterion for bid participation. Instead, DMRC should consider taking an undertaking from the bidders to get themselves registered with North DMC within the fitment period if they turnout successful bidder.	Not Agreed. As per OAP-2017, Clause No. 9.7 " Advertisement companies which are blacklisted by Municipal Corporations or not registered as an advertiser with the Municipal Corporations are not allowed to get the advertisement contract from any agencies within the jurisdiction of Municipal Corporations."
2	4.8 Page 13	Financial Bid: The bidder shall quote the Bid Variable as rate of "License Fee per Sqm/month "X" for space (Area in Sqm)"	In BOQ Format Bid Variation in Annual License Fee.  Please Confirm what need to be quoted rate/sqm or annual license fee.	Please refer Corrigendum - 1 for this query which is already uploaded. In the BOQ Format the Bid Variation in Annual License Fee shall be read as " <b>License Fee in Rs. Sqm/month "X" for space (Area in Sqm)</b> "
3	7.2 Scope of Work, Page 24	a) The advertiser/Licensee shall provide the advertisement as per their requirement, subsequent to the prior approval of DMRC. All advertisements displayed shall be in accordance to the provisions of OAP-2017.	We request you to facilitate OAP-2107 as this is not available on any public platform.	Link for OAP 2017 is provided below, you may download it from <a href="https://www.delhipolice.nic.in/Out%20door%20Advt%20Policy%20Col%20ShivRaj.pdf">https://www.delhipolice.nic.in/Out%20door%20Advt%20Policy%20Col%20ShivRaj.pdf</a>
4	8.1 Tenure of License Page 28	There shall be a fitment [period of 75 days from the date of first handing over of advertisement spaces as per Annexure-1.	Fitment period should commence from approval of Media Plan instead of handover date.	Not Agreed. Fitment period is provided for taking approvals as well as for setting up of advertisement panels.
5	Annexure-1 Page 36	Details of advertising spaces offered for licensing	Please confirm location and sizes as mentioned in Annexure1 as pre-approved by North DMC	Location of advertising sites are as per Annexure-1 and all are as per the guidelines of OAP-2017 and approved by North DMC.
6	Annexure-1 Page 36	Details of advertising spaces offered for licensing	There are existing advertisement structures at the location mentioned in Annexure-1. Please confirm who has ownership of those structures and whether successful bidder allowed to use those structures or not.	There are no civil structures for advertisement present on sites as per annexure-1. As per clause no. 7.2. C of RFP " <i>The Licensee shall propose their advertisement plans along with the design calculations regarding safety/integrity of the advertisement panels for prior approval of DMRC before putting up any advertisement on any of the advertisement panels.</i> "
7	2.1 Page 62	The tenure of the license Agreement shall be of three years extendable for further three years & again for further three years after negotiation and on mutually agreed terms & conditions after every three years of contract period from the date of first handover of advertising spaces.....	This clause is leaving lot of ambiquity to consider extended contract period in our business case. Also, clause is not transparent to define DMRC criteria to consider extending this contract for further 3+3 years.  Therefore, We suggest DMRC should consider flat 9 years contract or define a transparent criterion for extension.	Not Agreed Tenure of license agreement is as per guidelines of OAP-2017. Please refer clause no. 9.6 of OAP-2017.

8	2.1 Page 62	The tenure of License Agreement shall commence from the date of first handover of the advertising spaces as mentioned in Annexure-1.	Contract tenure is only 3 years and extendable by another 3+3 years, therefore, we propose DMRC to consider tenure of License Agreement shall commence from completion of fitment period instead of handover date.	Not Agreed This is uniform for all contracts, fitment period is integral part of tenure of license agreement.
9	2.2 (b) Page 62	(b) There shall be a fitment period of 75 days from the date of First handing over of advertisement spaces as per Annexure-1.	To ensure structural stability & quality fitment period of 75 days is too less. We propose fitment period of at least 120 days.	Not agreed You are requested to quote accordingly.
10	Taxes and Other Statutory Dues; Page 66	2.23 Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.	Please confirm whether successful bidder mandatorily need to get the agreement registered any pay the Stamp Duty Charges or registration of agreement is not required for advertising contracts.	Registration of contract for outdoor advertisement is not required as on date but if in future any guidelines related to Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.
11	Taxes and Other Statutory Dues; Page 66	2.24 Taxes/Municipal Taxes, if any, shall be solely borne by licensee.	Kindly share the prevailing Municipal/Advertisement tax rates that the licensee will bear.	Municipal/Advertisement tax for outdoor advertisement contract is not required as on date but if in future any guidelines related to Payment of Municipal/Advertisement tax, if any, shall be borne by licensee.