

**Reply to the pre-bid queries raised by prospective bidders for exclusive advertisement rights on Delhi Metro trains on Line No. 3 & 4**

Sr. No.	Clause No.	Existing Provision	Clarification Required	DMRC Reply	Bidder
1	7.3 c) of DLA	Charging of License Fee: The licensee shall pay the quoted Annual License Fee for advertisement rights on DMRC trains on Line-3&4 of DMRC network & wrapping of trains of Line-3&4, subject to maximum of 10% of total train coaches and subject to maximum of 20% of total train sets under operational holding of any make & configuration on Line-3&4 as mentioned in Annexure-I, amounting to Rs. XXXX (as per the quoted rate) to DMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to DMRC, by the last working day of previous running quarter, calculated on the basis of the quoted Annual License Fee. The quoted Annual License Fee should be escalated & increased by 20% on completion of every three (3) years of the license period on compounding basis.	It is submitted that the quoted Annual License Fee should not be escalated & increased during the entire tenure of the tender as the 20% escalation is very high. If it has to be escalated & increased then it should be by 10% only on completion of every three (3) years of the license period on compounding basis.	It is not agreed to.	M/s eg. Communications Pvt. Ltd.
2	7.6 of DLA	The amount of the license fees payable to DMRC shall remain valid upto 574 number of car coaches holding in Line-3&4. If there is any increase in car coaches beyond 574, the amount of license fee payable to DMRC shall be increased @ 75% of license fee applicable for that particular period. E.g.: If the holding of car coaches is 600 on Line-3&4 then license fee payable to DMRC shall be License fee applicable for that particular period up to 574 coaches + [0.75 x applicable license fee up to 574 coaches x (600-574)/574].	There are already 574 coaches plying on this line. DMRC should give some leverage to the licensee i.e. the amount of the license fees payable to DMRC shall remain same upto minimum 625 number of car coaches at least as the successful bidder to utilize the advertising rights for full tenure of 9 years. If there is any increase in car coaches beyond 625 then the amount of license fee payable to DMRC shall be increased @ 75% of license fee applicable for that particular period.	It is not agreed to.	

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3	8.1 a) of DLA	Exclusive Advertisement Rights for the said advertisement spaces for trains on Line-3&4 shall be for 9 (nine) years from the date of handing over of first set of Trains for advertisement on Line-3&4 to the Licensee. Tenure of the agreement of the line/trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The date of handing over of first set of trains on Line-3&4 shall be considered as commencement date of License period. There is no provision for any further extension of tenure of the License Agreement/ Contract. There shall be a fitment period of 30 days from the date of first handing over of the first lot of trains for advertisement.	The Licensee shall be allowed a fitment period of 60 days and accordingly, the License Fee shall commence from 60 days 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 fitment period of 60 days may be provided.	It is not agreed to.	M/s eg. Communications Pvt. Ltd.
4	3.12 of DLA	The license fee along with GST shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous running quarter. This has also been illustrated below for better understanding of licensee - <ul style="list-style-type: none"> <li>• The Billing quarter - 1st April - 30th June</li> <li>• Period for the issue of invoice - 1st March - 15th March</li> <li>• Last Date of payment of: Dues to DMRC - 31st March</li> </ul>	It is suggested that the license fee along with GST shall be paid to DMRC on Monthly basis in advance to DMRC.	It is not agreed to.	
5	3.15 of DLA	If the Licensee fails to pay or partly pay the license fee and other dues by the due date, a 15 days' Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding. Interest shall be charged on net outstanding dues for the actual number of day(s) of delay in payment. Interest shall continue to be accrued on monthly compounding basis until the entire payable amount of License Fee and other dues are finally squared up & paid to DMRC.	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 & commercially not viable.	It is not agreed to	

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6	4.8 of DLA	Financial Bid: The bidder shall quote the Bid Variable for lump sum of all the trains available for the whole line in Line-3&4 as the Amount of Annual License Fee (in Rupees "X") in the Financial Bid form in both words as well as figures as given in Annexure-3.	Kindly share the minimum value of bid variable below which the bids will not be accepted.	It is against our policy, hence it cannot be disclosed	<b>Times Innovative Media Ltd.</b>
7	6.6 (b) 4. of DLA	Payment of Advance License Fee for 1st quarter to DMRC by Licensee: Within the fitment period i.e. 30 days from the date of first handing over of the first lot of trains on the operational section of Line-3 &4.	Kindly extend the fitment period to at least 90 days from the date of first handing over of the first lot of trains.	It is not agreed to	
8	7.2 (a) of DLA	The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out DMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.	We suggest that the 5% space for DMRC campaign, social activities/messages shall be over and above the total advertisement space offered in this tender.  Please confirm if this suggestion is acceptable.	Total advertisement area is mentioned in Annx-I of DLA and 5% for CSR is including the total advertisement area.	
9	7.2 (f) of DLA	Promote DMRC amongst India's leading Destination Brands for Advertising.	Please confirm in what way is the licensee required to ensure this.	This clause is goal oriented , not quantitative. DMRC aims to achieve the same with effective collaboration/co-ordination with successful bidder in accordance the scope and T&C of the tender document.	

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10	7.2 (h) of DLA	Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.	<p>We suggest that DMRC should assist the licensee in obtaining such approvals and permits.</p> <p>Please confirm if the suggestion is acceptable.</p>	This is the standard clause as per DMRC policy, pertaining to all advertisement contracts including indoor advertisement. At present, in case of Train advertisements, no external permission is required. If need arises, the categories of the authorities are mentioned in the clause 7.2 of DLA.	<b>Times Innovative Media Ltd.</b>
11	7.2 (k) of DLA	All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.	Kindly share the prevailing rates of Municipal/Advertisement taxes, if any which the licensee are to be borne by the licensee.	At present no tax is applicable on train advertisement. However, in future, if any type of municipal tax is applicable on train advertisement, the same shall be payable by the successful bidder/licensee.	

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12	7.3 of DLA	There is no scope for any Digital advertisement in this contract.	We suggest digital advertisement to be added in the scope if a provision for digital advertisements is created at a later stage during the tenure of the licensee.	In the existing design of trains there will not be any provision of digital advertisement.	<b>Times Innovative Media Ltd.</b>
13	7.3 (a) of DLA	Train sets available for wrapping: Maximum number of train sets/coaches where train wraps are permissible shall be 10% of total train cars/coaches subject to maximum limit of 20% of total trains under operational holding (As per Annexure-1) of any make and configuration for Line-3&4.	Kindly share the dimensions of train and total area of the train exterior that will be available for wrapping.	Dimensions are attached as Annexure-A	
14	7.3 (c) of DLA	The quoted Annual License Fee should be escalated & increased by 20% on completion of every three (3) years of the license period on compounding basis	Kindly reduce the rate of escalation by at least 10% on completion of every three (3) years.	It is not agreed to.	
15	7.5 of DLA	The configuration of each train set may be modified by DMRC at any stage on Line-3&4. DMRC may induct additional train sets in Line-3&4 or withdraw any train set from the service in Line-3&4, without giving any prior intimation to the Licensee. However, there shall not be any reduction/modification in the annual License Fee except for the provision for increase in holding beyond 574 cars/coaches on Line-3&4 as detailed below. Licensee will not have any claim for compensation, damages etc. in this regard.	1. Kindly share the past record related to the addition of coaches in Line 3&4 trains and Line 2 trains along with the dates of addition.	Details are attached as Annexure-B	
			2. Please share the expected increase/decrease in the number of train sets/coaches in line 3&4 and line 2 trains in future.	Expected increase of train set/coaches is attached as Annexure-A	
			3. We suggest that there should be a proportionate reduction in the license fee in case of withdrawal of train sets. Please confirm if the suggestion is acceptable.	It is not agreed to.	

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16	7.6 of DLA	The amount of the license fees payable to DMRC shall remain valid upto 574 number of car coaches holding in Line-3&4. If there is any increase in car coaches beyond 574, the amount of license fee payable to DMRC shall be increased @ 75% of license fee applicable for that particular period.	We suggest the amount of license fee payable to DMRC shall remain valid upto 650 number of car coaches holding in Line 3&4 and in case of increase in the car coaches beyond 650, the amount of license fee payable to DMRC shall be increased @ 75% of license fee applicable for that particular period.  Please confirm if the suggestion is acceptable.	It is not agreed to.	<b>Times Innovative Media Ltd.</b>
17	8.2 (d) of DLA	The licensee will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/ action of civil authorities. The maintenance of all static advertisement inserts will be borne by licensee.	We suggest that the Selected Bidder should be given proportionate relief in the license fee if it is not permitted to display advertisement due to any order of Local authority or change in law.  Please confirm if the suggestion is acceptable.	It is not agreed to.	
18	8.3 (e) of DLA	The License Fee, maintenance charges and the Interest Free Security Deposit/ Performance Security shall be escalated & increased by 20% on completion of every 3 (three) years of the License period i.e. after every 3 years from the commencement date of License period on compounding basis.	Please clarify what is the purpose of maintenance charges.	There are no Maintenance charges as of now.	
			Kindly share the maintenance charges that are payable by the licensee, if any.		
19	NA	NA	Kindly share the updated average daily ridership across all lines and stations on the DMRC network for evaluation purpose.	Ridership of Dec-2019 is attached as Annexure-C	
20	NA	NA	Kindly share upto when is the existing operator has the rights to advertise on this line.	May-2020	
21	1.4 (b) of DLA	Last date and time of submission (e-tender) of bid (online only): 30-Jan-2020 up to 1700 hrs.	Kindly extend the bid submission by at least 10 days to allow adequate time for evaluation.	It is not agreed to.	

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22	NA	NA	Kindly add a clause regarding completion of settlement within 2 months after the completion of tenure.	Best efforts will be made to finish the final settlement at the earliest.	<b>Times Innovative Media Ltd.</b>
23	3.8 of DLA	The configuration of each train set may be modified by DMRC at any stage on Line-3&4. DMRC may induct additional train sets in Line-3&4 or withdraw any train set from the service in Line-3&4, 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 574 car coaches on Line-3&4 as mentioned below. Licensee will not have any claim in this regard.	We suggest that a prior intimation should be given to the Licensee and Licensee should also be given proportionate rebate in the license fees in case the no. of train goes below the allotted no. of trains.  Please confirm if the suggestion is acceptable.	It is not agreed to.	
24	3.25 of DLA	The Licensee will not ask for any claim or seek any compensation from DMRC if advertisements are not permitted due to court order/local laws/civil authorities.	We suggest that proportionate rebate should be given to the Licensee in case it is not permitted to display advertisement due to any change in the local laws or order of any Court or Civil Authorities.  Please confirm if the suggestion is acceptable.	It is not agreed to.	
25	NA	NA	Is DMRC having any plans to install Platform Screen Doors (PSDs) on the station(s) of this line.	At present, there is no plan to install PSDs on Line-3&4.	