

NOIDA METRO RAIL CORPORATION

Date: 13.04.2023

Sub: Tender for awarding of exclusive Advertisement Rights in Metro Trains of NMRC network

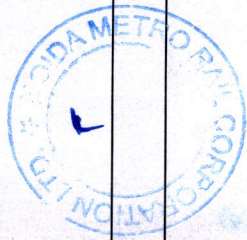
Ref: E - TENDER NO. - NMRC/PB/Train Adv./262/2023

Pre-Bid Queries Reply/Clarifications

S. N o.	Query raised by	Clause No. & existing Provision	Clarification Required	Reply/Clarification/ Amendment by NMRC										
1.	Query received from M/s ANSH INFOMEDIA Pvt. Ltd.	<p>Clause No. 5.5 of Chapter – 5 of RFP (Page No. 14 of 78) “After acknowledgement of the NOA through Letter of Acceptance and compliance of its terms and deposit the payments, the metro trains will be handed over to the Selected Bidder/Licensee and selected bidder shall execute License Agreement within the stipulated time period. The selected bidder shall not be entitled to seek any, deviation, modification or amendment in the License Agreement. a) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Stage of Activity</th> <th style="width: 60%;">Time period</th> </tr> </thead> <tbody> <tr> <td>Payment of Interest Free Security Deposit/ Performance Security to NMRC by Licensee.</td> <td>Within Fifteen (15) days of date of issue of Letter of Acceptance.</td> </tr> <tr> <td>Handing over of the first lot/all of Metro trains to the selected Bidder at Depot.</td> <td>Within 07 days of making the full payments of Interest Free Security Deposit/ Performance Security & other dues as per NOA.</td> </tr> <tr> <td>Signing of License Agreement.</td> <td>Within 30 days after first handing over of the train sets</td> </tr> <tr> <td>Payment of Advance License Fee for 1st Quarter to NMRC by Licensee.</td> <td>Within the fitment period i.e. Thirty (30) days after the date of first handing over of the trains.</td> </tr> </tbody> </table>	Stage of Activity	Time period	Payment of Interest Free Security Deposit/ Performance Security to NMRC by Licensee.	Within Fifteen (15) days of date of issue of Letter of Acceptance.	Handing over of the first lot/all of Metro trains to the selected Bidder at Depot.	Within 07 days of making the full payments of Interest Free Security Deposit/ Performance Security & other dues as per NOA.	Signing of License Agreement.	Within 30 days after first handing over of the train sets	Payment of Advance License Fee for 1 st Quarter to NMRC by Licensee.	Within the fitment period i.e. Thirty (30) days after the date of first handing over of the trains.	<p>As per the RFP the contractor shall get 15 days for submission of security deposit & fitment period 30 days after handing over of the trains. Fitment period/commencement of contract minimum 6 months after the date of first handing over of the trains. This period required for marketing & installation purposes. This is a new concept for this area hence this time would help successful bidder to market the product & make it acceptable with the clients/companies within this area/region. Also we require some time for installation purpose.</p>	<p>No change in RFP/DLA conditions.</p>
Stage of Activity	Time period													
Payment of Interest Free Security Deposit/ Performance Security to NMRC by Licensee.	Within Fifteen (15) days of date of issue of Letter of Acceptance.													
Handing over of the first lot/all of Metro trains to the selected Bidder at Depot.	Within 07 days of making the full payments of Interest Free Security Deposit/ Performance Security & other dues as per NOA.													
Signing of License Agreement.	Within 30 days after first handing over of the train sets													
Payment of Advance License Fee for 1 st Quarter to NMRC by Licensee.	Within the fitment period i.e. Thirty (30) days after the date of first handing over of the trains.													



2.		<p>Clause No. 6.2 of Chapter – 6 of RFP (Page No. 15 of 78) f) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, smart posters for use e-commerce for on-line or off-line shopping purposes, etc, as per feasibility & discretion of NMRC Ltd.</p>	Please elaborate this clause.	<p>No change in RFP/DLA conditions, however, the Successful bidder can do any innovative advertisement within the scope of work & subject to feasibility & with the approval & discretion of NMRC.</p>
3		<p>Clause No. 6.2 of Chapter – 6 of RFP (Page No. 15 of 78) j) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.</p>	Municipal/Advertisement taxes are responsibility of NMRC.	<p>NO Change in RFP/DLA conditions.</p>
4		<p>Clause No. 6.2 of Chapter – 6 of RFP (Page No. 15 of 78) k) The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out NMRC 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 NMRC.</p>	Why this clause	<p>No change in RFP/DLA conditions. This clause is for CSR purpose.</p>
5		<p>Clause No. 6.2 of Chapter – 6 of RFP (Page No. 15 of 78) i) Advertisements on floor and strap hangers are not permissible.</p>	Strap hangers must be allowed	<p>No change in RFP/DLA conditions.</p>
6		<p>Clause No. 6.3 of Chapter – 6 of RFP (Page No. 15 of 78) “Train sets available for wrapping: Maximum number of train sets/coaches where train wraps are permissible shall be upto maximum limit of Six (6) train sets of four coaches or Twenty Three (23) train coaches of total train holding whichever is lower (As per Annexure-1)”.</p>	<p>Why we are limiting to 23 train coaches & how we will regulate this. Also 4 set of coaches means 24 train coaches. It restriction shall be removed.</p>	<p>No Change in RFP/DLA conditions. 30% of total coach holding will be allowed for wrapping which comes 22.8 i.e 23 coaches. 5 trains of four coaches plus 3 coaches of sixth train or coach/coaches of various trains can be wrapped maximum upto 23 coaches at any point of time. The wrapping of coaches will be regulated by issuing permission by NMRC through interdepartmental (Rolling Stock, Operations, Property Business etc.) coordination/controls to successful bidder for wrapping</p>



7		<p>Clause No. 6.3 of Chapter – 6 of RFP (Page No. 16 of 78)</p> <p>Additional coaches :- Additional coaches if required by the licensee for wrapping beyond Twenty Three (23) coaches under total holding, it shall be offered on the pro-rata basis of existing License Fee. The License Fee for such additional coaches shall also be escalated @ 5% on completion of every year of contract period on compounding basis i.e. after every year from Commencement date of License period. The additional coaches shall be offered and charged minimum for one month at a time.</p>	<p>How we calculate as inside train advertisement is allowed for 76 coaches.</p>	<p>No change in RFP/DLA conditions. The license fee for additional coaches to be wrapped will be charged on the pro – rata basis of existing license fee.</p>
8		<p>Clause No. 6.5 of Chapter – 6 of RFP (Page No. 16 of 78)</p> <p>The configuration of each train set may be modified by NMRC at any stage. NMRC may induct additional train sets or withdraw any train set from the service, without giving any intimation to the Licensee. Licensee will not have any claim for compensation, damages etc. in this regard.</p>	<p>How we assure the client & advertisement can be placed as client can take the whole 4 train coaches as one</p>	<p>No change in RFP/DLA conditions.</p>
9		<p>Clause No. 7.1 of Chapter – 7 of RFP (Page No. 18 of 78)</p> <p>a) Exclusive Advertisement Rights for the said advertisement spaces for Metro Trains on Aqua Line in NMRC Network shall be for a License Period of Three (03) years after the expiry of 30 days Fitment/Rent Free period from the date of handing over of first set of Trains for advertisement to the Licensee. Tenure of the agreement of the trains/coaches handed over subsequently (if any) under the said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The license period may be further extended for another one (01) year on mutual agreed terms & conditions, however, extension in License period will be under sole discretion of NMRC and licensee must not seek any claim for compensation/damages if License Period not extended further after completion of initial Three (03) years”.</p>	<p>Contract period shall be maximum of 10 years</p>	<p>No change in RFP/DLA conditions.</p>

