

Date 31.05.2024

Sub :- Licensing of Inside Station Advertisement Rights at six (06) Metro Stations in NMRC Network

Ref :- E - Tender No. NMRC/Inside Station Adv./304 (R)/316/2024

## REPLY/Clarification of Pre Bid Query

Query raised by	Sl. No.	Document	Clause No. and Existing Provision	Clarification required	NMRC's Response/Clarification
M/s Smart DIGI	1.0	Draft License Agreement	<b>Chapter – 5 ( Tenure of License &amp; Exit from License Agreement), Clause No. 5.1.1 (Page No. 56 of 86 of RFP) -</b> The contract shall be for a period of 03 (Three) years with lock in period of 2 years after the expiry of filment period of 60 days for the Scope of Work from the date of handover of the station by NMRC, subsequent to letter of acceptance of NOA & requisite payments. The advertising space as per Table – 1 at Metro Stations shall be handed over for Inside Station Adv. activities within 7 days from the date of receipt of full payment as stipulated in NOA. The tenure of 3 years is extendable to period of 01 year only two times. i.e. 3+1+1 years on mutually agreed terms and conditions based on satisfactory performance by successful bidder.	Tenure: 3 years +1+1 is a short time for a tender of this scale, so request you to kindly consider extending the duration to 10 years; even DMRC, Chennai metro and Mumbai metro have 10 and 15 years of duration.	No Change in RFP/DLA existing clause.
	2.0	Request For Proposal Document	<b>Section – 4 (Eligibility, Evaluation and Selection Process, Tenure &amp; Other Conditions), Clause No. 4.6.2 (Page No. 21 of 86 of RFP) &amp; wherever at other places in RFP it is written so -</b> Advertisement by digital media shall be charged at 1.5 times the accepted rate for static advertisement per sqm per month.	Digital Media: A suggestion, an increase of 1.5 times MG for digital media should be removed / even all the metros like delhi metro mumbai metro have removed this to promote digital media as it invites huge capex and MG should be the same for all media.	No Change in RFP/DLA existing clause.
	3.0	Draft License Agreement	<b>Chapter – 15 (Handing over on Termination / Completion / Surrender), Clause No. 15.1.1 (Page No. 67 of 86 of RFP) -</b> In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to NMRC or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises by availing 30 days Grace Period after completion of Termination Notice or Surrender Notice or Natural Expiration of License Agreement period (as the case may be).	Ownership: If a bidder installs any new media Digital or static, ownership of the same will remain with the bidder all through the concession and thereafter.	Please refer clause no. 15.1.1 of Draft License Agreement (Page No. 67 of 86 of RFP).

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	Sl. No.	Document	Clause No. and Existing Provision	Clarification required	NMRC's Response/Clarification
M/s Smart DIGI	4.0	Draft License Agreement	<p><b>Chapter – 16</b> (Miscellaneous), Clause No. 16.1.13 (Page No. 69 of 86 of RFP) - Advertisement activities are granted to the Licensee at Metro Station namely Sec – 51, Sec – 76, Sec – 137, Sec – 142, DELTA – I &amp; Depot Station on exclusivity basis. NMRC shall not engage in future any third party for commercial advertisement at these Metro Station during the currency of License period. However, NMRC reserves the right to put generic signages on the retail outlets and in property development areas inside/outside stations and conditions mentioned in the clause "Exception of Exclusivity" of this License Agreement &amp; RFP document.</p>	<p>Exclusivity : Exclusivity shall remain with the bidder in case new Media comes up and the concessionaire has the first right of refusal.</p>	<p>Please refer clause no. 16.1.13 of Draft License Agreement (Page No. 69 of 86 of RFP). No Change in RFP/DLA existing clause.</p>
	5.0		Suggestion	<p>One Partner : We highly suggest that NMRC should appoint one partner for the entire advertising segment to maximise the non fare revenue. Having multiple partners will cross sell and devalue the media. No one can optimise if multiple players are on one line.</p>	<p>No Change in RFP/DLA existing clause.</p>
	6.0		Suggestion		<p>Revenue sharing : MG along a revenue sharing model like Mumbai metro will bring better revenues.</p>

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