

REPLY TO THE QUERIES OF PRE-BID MEETING FOR GRANT OF EXCLUSIVE CO-BRANDING AND ADVERTISEMENT RIGHTS AT SELECTED SUBWAYS OF NDMC HELD ON 19.01.2017 AT 11.00 A.M. IN NDMC.

Pre-Bid meeting was held at NDMC Venue with reference to RFP floated for grant of exclusive Co-Branding and Advertisement Rights at selected Subways of NDMC on 19.01.2017 at 11.00 A.M. Reply to the queries raised during the pre-bid meeting is being provided as under:

M/s Sai Associates:			
S.No.	Clauses of RFP/License Agreement	Queries/Suggestions	Clarification/Decision of NDMC
1.	Annexures 1-1 A to 1E of RFP	It was enquired by the representative of M/s Sai Associates, Sh. Ritesh Vasudeva, if the advertisement allowed for Co-Branding would be visible on the Road.	It was clarified that the face area outside the Subways staircase/escalators for which advertisements rights are proposed to be given has already been demarcated in RFP as Annexures 1-1 A to E.
2.	Annexures 1-1 A to 1E of RFP	It was further enquired, if as in case of DMRC advertisement rights for Co-Branding will be given both inside and outside the Subways.	It was clarified that scope of advertisement rights has already been defined in the RFP in detailed and also demarcated in the Annexures 1 A to E to avoid any confusion.
3.	Annexures 1-1 A to 1E of RFP	The exact location of the Kasturaba Gandhi Marg Subway near H.T. House was enquired.	It was clarified that only Subway at the Outer Circle is proposed to be given for advertisement rights and does not include the subway of H.T. House.
4.	Addendum: Para 6.7 in RFP and Para 3.3 in D.L.A.	Clarification was sought that who will maintain the sanitation and security of the Subways.	It was clarified that for harmonious operation regular cleaning and security of Subways will be the responsibility of the successful bidder.
<p>ADDENDUM: Para 6.7 of RFP be read as under: The regular cleaning and security of Subways will be the responsibility of the successful bidder.</p> <p>Para 3.3 a) & b) of Draft License Agreement be read as under: 3.3 a) that the time of opening and closing of Subway's be read if 6.00 A.M. to 10.00 P.M.</p>			

3.3 b) The regular cleaning and security of Subways will be the responsibility of the successful bidder.

The words Exception to Exclusively: (as and where applicable) as provided in the opening line of para 3.3 stands deleted. Further existing para 3.3 (b) is deleted and stands replaced with the above para 3.3 b).

M/s Pioneer Publicity:

1.	Annexures 1-1 A to 1E of RFP	Please clarify if the advertisements shall only be allowed on the demarcated area on the outside staircase/escalator area as shown in the photographs in the RFP or the advertisement area can be utilized on the outer walls of the subway.	It was clarified that the face area outside the Subways staircase/escalators for which advertisements rights are proposed to be given has already been demarcated in RFP as Annexures 1 A to E.
2.	Chapter 5 of RFP	Please clarify if the direction signages shall also be a part of the demarcated area on the head on wall or the direction signages can be shifted to the side walls of the subway.	It was clarified that direction signages shall also be the part of the demarcated area on the head on wall and these signages cannot be shifted to the side walls of the Subways. In this regard Chapter 5 of RFP may kindly be referred to.
3.	Chapter 5 of RFP	How much signage will be the part of the Advertisement?	For this the successful bidder will submit proposal of the EE(CP) for approval. However, it is being ensured that sufficient space will be allowed for Advertisement and the signage will be adjusted to minimum essential required space. It is clarified that Signages will be the part of the Advertisement and the successful bidders are required to give innovative design to form the signages as part of the Advertisement. In this regard Chapter 5 of RFP may kindly be referred to.

M/s TIMES OOH:

1.	Annexures 1-1 A to 1E	It was enquired by Sh. Yash Jain of the Agency, if advertisement will be	It was clarified that no advertisement will be allowed on the area facing the Roadside. It was clarified that scope of advertisement rights has already been
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	allowed on the area facing the Roadside.	defined in the RFP in detail and also demarcated in the Annexures 1- 1 A to 1 E, as already explained.
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M/s TDI International India (P) Limited.			
1.	Clause 7.1.4 of RFP	Sh. MVJ Rao representing the Agency Interest stated that as per Clause 7.1.4 of RFP Interest Free Security Deposit/ Performance Security upto Rs. 10.00 lakhs has to be paid by DD/PO only (in favour of Secretary, NDMC, and drawn on a scheduled Commercial bank in Delhi). For amount exceeding Rs. 10 lakhs, minimum 50 % in the form of DD/PO (upto a maximum of 50 lakhs) and 50% or balance amount in form of BG/FDR in favour of NDMC. It was proposed that the entire Interest Free Security Deposit/ Performance Security be accepted by the NDMC through Bank Guarantee.	Interest Free Security Deposit/ Performance Security (Six months License Fee as bidded for each Subway) as provided under Clause 7.1 of the RFP will be accepted by Bank Guarantee as per the terms and conditions of acceptance of Bank Guarantee detailed in the RFP.
2.	Clause 7.3 (a) & (b) of RFP	As provided under Clause 7.3 (a) & (b) of RFP, the Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to NDMC which can be given before completion of the defined lock-in period. It was proposed that this lock up period be reduced to one year.	This is not agreed to. The minimum lock in period is of 2 years as per RFP.
3.	Clause 6.3 of RFP	As provided under Clause 6.3 of the RFP Service tax at applicable rates (presently @ 15%) shall	It was clarified that clause 6.3 and Clauses 8.3 to 8.6 of RFP provides the position in this regard. NDMC is empowered to yearly determine and levy

		<p>also be paid by the licensee to NDMC along with the above license fee. If at a later date due to revision of Govt. policy/legislation GST (Goods and Services Tax)/or any other tax becomes applicable, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay GST/or any other tax along with License fees. It was enquired, if Advertisement Tax, if any charged by the NDMC will also be payable by the Agency.</p>	<p>Advertisement Tax as per the provision contained in Section 60 of NDMC Act, 1994, which at present stands decided to be levied as per Schedule-IV of the Act at maximum rate (added as Annexure "A" pages 5 & 6 of reply to the queries). The Bidder will be required to pay the same as per the NDMC policy as provided under Clause 8.3 of RFP.(if applicable).</p>
4.	Clause 3.3 of License Agreement	<p>Query was raised about the timing of opening and closing of Subways.</p>	<p>It was clarified that the Subways will normally remain opened from 6.00 A.M. to 10.00 P.M.</p>
5.	Clause 5.1 of RFP & Chapter 12 of License Agreement	<p>Query was raised regarding electricity tariff to be charged by the NDMC. It was insisted that electricity connection be provided to the successful bidders within specified period. Discussion also took place regarding lying of conduit pipe for electric installation.</p>	<p>As provided under 6.5 of the RFP the successful bidder shall pay the utility charges including consumption of electricity charges based on commercial rates etc. It will be ensured that the electricity connection will be provided to the Licensee within specified period. Regarding lying of conduit pipe, it was explained that the pipe to be laid for electric wires should not damage the Granite Slabs and other NDMC Assets as provided under 5.1 of RFP and the lying of conduit pipe will be so planned by the Executive Engineer(CP) of NDMC keeping in view the said requirements and also ensuring that there is no difficulty to the Licensee while providing electricity to installed gadgets and equipments. Licensee shall be required to adhere to the specification for electric installation and procedure as provided under Chapter 12 of the License Agreement.</p>

NEW DELHI MUNICIPAL COUNCIL ACT, 1994**THE FOURTH SCHEDULE**

(See Section 88(1))

TAX ON ADVERTISEMENTS OTHER THAN ADVERTISEMENTS PUBLISHED IN THE NEWSPAPERS

Sl. No.	Particulars	Maximum amount of tax per annum
		Rs.
1.	Non-illuminated advertisements on land, building, wall, hoardings, frame post, structures, etc: - a) For a space upto 10 sq. Ft. b) For a space over 10 sq. Ft. And upto 25 sq. Ft. c) For every additional 25 sq. ft. or less	 18 30 30
2.	Non-illuminated advertisements carried on vehicles, drawn by bullocks, horses or other animals, human beings, cycle or any other device, carried on any vehicle or tramcar: - a) For space upto 50 sq. ft. b) For every additional 50 sq. ft. or less	 120 120
3.	Illuminated advertisement boards carried on vehicles:- a) For a space upto 50 sq. ft. b) For every additional 50 sq. ft. or less	 240 240
4.	Non-illuminated advertisement boards carried by sandwich boardmen- a) For each board not exceeding 10 sq. ft. b) For each board exceeding 10 sq. ft. and upto 35 sq. ft. c) For each additional 10 sq. ft. in area or less	 24 48 24
5.	Illuminated advertisements boards, carried by sandwich boardmen- a) For each board not exceeding 10 sq. ft. b) For each board exceeding 10 sq. ft. and upto 25 sq. ft. c) For each additional 10 sq. ft. or less.	 48 96 48
6.	Illuminated advertisements on land, building, wall or hoarding, frame, post, structures etc- a) For a space over 2 sq. ft. b) For a space over 2 sq. ft. and upto 5 sq. ft. c) For a space over 5 sq. ft. and upto 25 sq. ft. d) For every additional 25 sq. ft. or less.	 24 48 60 60
7.	Advertisements exhibited on screen in cinema houses and other public places by means of lantern slides or similar devices- (a) For a space upto 5 sq. ft. (b) For a space over 5 sq. ft. and upto 25 sq. ft. (c) For every additional 25 sq. ft. or less	 96 120 120

8.	Non-Illuminated advertisements suspended across streets- (a) For a space upto 10 sq. ft. (b) For a space over 10 sq. ft. and upto 25 sq. ft. (c) For every additional 25 sq. ft. or less N.B. The tax for item 3 will be in addition to the space will be chargeable according to the scale to be determined by the Chairperson.	18 30 30
9.	Non-Illuminated advertisements hoardings standing blank but bearing the name of the advertiser or with the announcement "To be let" displayed thereon- (a) For a space upto 10 sq. ft. (b) For a space over 10 sq. ft. and upto 25 sq. ft. (c) For every additional 25 sq. ft. or less	9 15 15
10.	Permission to auctioneers to put up not more than two boards or reasonable size advertising each auction sale, other than those in premises where the auction is held, one on a prominent site in the locality and one on municipal lamp post.	200 including the rent for exhibiting the board on a municipal of lamp post.