

**CORRIGENDUM-I****Reply to Bidder Queries**

Name of Work: "Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 of Nagpur Metro Rail Project for a period of 05 years"

Tender No: N1PD-28/2020 dated 08-12-2020

Sr. No.	Document Clause No.	Queries Raised	Maha-Metro's Reply
1.	4.2. General Terms and Conditions	As per tender clause no 10 page no 20 which is read as:-"To start with the horticulture / landscaping will be provided by Maha-Metro and the agency will have to maintain the same for entire tenure Maintenance of Horticulture installed by Maha-Metro on the median of the Road from Airport South Metro station to Dhantoli Police Station entirely irrespective of Advertisement span. The trees damaged and dead should be replaced with the same variety and size at the cost of agency / licensee. <b>"Query. This Cover Landscape only or also includes Pillars (vertical Garden) please specify the same.</b>	<b>Yes</b> the Landscape on pillars (vertical garden) shall be in the scope of the Licensee for Landscape maintenance.
2.	4.10. Fitment period	<b>Fitment Period shall be allowed for min 12 month</b> as per the specification required by you regarding Advertisement and landscape.	<b>Not Accepted.</b> The tender condition shall prevail. Same as per RFP tender condition no.4.10
3.	New Clause	Clause of <b>first right of refusal after allotted tenure must be included in tender</b> as said project require huge amount to be invest hence ROI will possible such short time	<b>Accepted.</b> The following clause is added in the RFP document. <b>"4.15. First Right of Refusal</b>





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			<i>The Successful Bidder shall have "First Right of Refusal" at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro and the Successful Bidder participates in the tender invited then and agrees to match the highest bid received."</i>
4.	4.9 Charging of License Fee (4.9.5.)	As per tender initial Payment of License Fees is required for the <b>06 months</b> tenure whereas our request is <b>consider 3 month license fee in advance looking at current economic condition and viability</b>	<b>Not Accepted.</b> The tender condition shall prevail.
5.	5.19. Security Deposit	Similarly for Security Deposit as per tender it is equivalent to First Year of Annual License Fees, our request is to <b>consider for 6 month of Annual License Fees</b> due to current situation and viability.	<b>Accepted.</b> <b>Clause 5.19.1 is Modified as:</b> <b>Selected Bidder shall have to deposit the Security Deposit (the "Security Deposit") amount equivalent to 06 months Annual License Fees.</b>
6.	4.2 General Terms and Conditions	<b>Does License fee include Advertisement License fee also?</b>	<b>No.</b> License Fees does not include outdoor NMC charges, Municipal tax, Advertisement Taxes/License Fees charged by Local Authority/ Goods and Service tax and all other applicable statutory dues. Bidder has to borne the all above charges, taxes, etc. separately.
7.	--	<b>Tender should be at least 10 years</b>	<b>Not Accepted.</b> The tender condition shall prevail.
8.	--	<b>Add signage pole should be in a row not alternate</b>	<b>Not Accepted.</b> The tender condition shall prevail.





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9.	--	First 3 years there should not be increments in payment	Not Accepted. The tender condition shall prevail.
10.	--	Electrical connections points if possible from your side	Not Accepted.
11.	4.2 General Terms and Conditions (4.2.5)	4.2.5: Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost. <b>NOC from PWD NMC NHAI or other concern authority should be in metro rail scope.</b>	Not Accepted. The tender condition shall prevail.
12.	4.8 Outdoor advertising electrical connection	4.8. Outdoor advertising electrical connection: <b>Electricity connections to be provided by Metro whereas successful bidder will pay the charges as per usage.</b>	Not Accepted. The tender condition shall prevail.
13.	4.9 Charging of License Fee	4.9.9 The Annual License Fee shall be escalated by 5% every year, on compounding basis. : <b>license fee shall not escalate initial 3 yrs. then it will escalate 5 % after every 2 year</b>	Not Accepted. The tender condition shall prevail.
14.	4.10 Fitment period	4.10: The agreement shall be valid for a period of 05 years from the date of handover of advertisement: space, irrespective of extension of fitment period by Maha- Metro. <b>Period to be increased to 10 years instead of 5 years because the investment cost could not recover in 5 yrs it will takes at least <u>10 years</u></b>	Not Accepted. The tender condition shall prevail.





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15.	4.11 Operation & Maintenance	<b>4.11. Operation &amp; Maintenance.</b> a) The Licensee shall be allowed to install/erect only one advertisement panel (both side display) on every alternate span on median of Road between Piers of Reach-1. The Maximum number of span as per calculations of Maha-Metro is 121 nos. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height). : <b>Advt should be allowed in each and every span of piers as it will maintain the symmetry and from advt prospective it will be feasible.</b>	<b>Not Accepted.</b> The tender condition shall prevail.
16.	4.10 Fitment period	<b>Fitment period :</b> For carrying out the fit-outs, finishing works etc., Selected Bidder would be permitted a rent free fitment period of 60 days from the date of handing over of the space.: <b>Installation time to be kept 9 months from the date of Agreement.</b>	<b>Not Accepted.</b> The tender condition shall prevail.
17.	4.12 Operation and Maintenance of Horticulture	<b>4.12. Operation and Maintenance of Horticulture:</b> Landscaping, and <b>maintenance of Horticulture should be deleted</b> as it is out of scope and expertise of Advertising hence to be kept separate. <b>Kindly make the separate tender for landscaping maintenance and Advertisement.</b>	<b>Not Accepted.</b> The tender conditions shall prevail.
18.	4.14 Other Conditions	<b>4.14. Other conditions point no1:</b> The applicable Advertisement Taxes/ Fees and charges as levied by local bodies/civic agency (i.e. Nagpur Municipal Corporation, Nagpur Improvement Trust and Nagpur Metro Region	<b>Not Accepted.</b> The tender condition shall prevail.





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		Development Authority etc.) shall be borne by the Licensee separately: NMC Advt tax and any other taxes shall be included in this and Metro rail will pay to them.	
19.	5.3 Site visit and verification of information	If at a particular stretch the media is not feasible commercially adv. should have option to shift it to other places of metro premises of same reach by permission of Metro.	<b>Not Accepted.</b> Refer Clause 5.3 Site visit and verification of information of RFP tender document.
20.	--	The stretch from Airport to Ajni comprises of flyover hence the RFP should be for installation of media of flyover as well as on Ground level in the centre median since the Prime traffic of Airport is bifurcated.	<b>No.</b> Advertisement boards are proposed to be installed on the median of road at ground level only.  The median of Flyover connecting Airport to Ajni is not part of this tender.
21.	--	We also request you that for more clarity on the scope of work and feasibility of the project metro rail will call the 2 <sup>nd</sup> pre bid in the 1st week of January 2021 till then they also call the suggestion or queries of prospective bidders it will help to more and more bidder will participated and completion become healthy.	<b>Not Accepted.</b>
22.	--	This is to inform you that, the period of 5 years allotted for the project of outdoor advertisement rights for Nagpur Metro Rail project is very less to reach the point of ROI as per the project cost and efforts involved in it.	<b>Not Accepted.</b> The tender condition shall prevail.

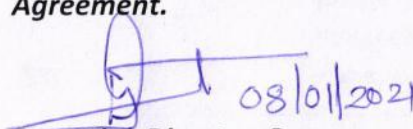




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		It needs to be reworked, and the time period for the allotment of the project should be increased up-to not less than 10 years.	

The Corrigendum – I shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.

***The clauses amended by this reply shall overrule the original provision. The relevant changes will be modified in the Draft Concession Agreement.***

 08/01/2021  
Executive Director, Procurement

MAHA-METRO

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