

**Sub.: Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of 50 Nos. Digital Outdoor Full Colour LED Display Panels in NDMC area Phase-II (Group-B) on BOT”.**

**Replies of queries raised by the prospective Applicants for the pre-bid meeting held on 19-05-17 at 12:00 Noon:-**

<b>S. No.</b>	<b>Clause</b>	<b>Name of the Company/ Description of Query</b>	<b>Reply of NDMC</b>
<b>M/S Mediashop</b>			
1.		The EMD is Rs.10 lakh only as clarified in the pre bid meeting. However in RFP at one place it is mentioned 10 lakh and at another place Rs.20 lakh.	At all places in the RFP document EMD will be read as Rupees Ten Lakh (Rs.10 Lakh).
2.		In the meeting it was conveyed that the map and location list will be uploaded but till date it is not available and in absence of the exact location, it will be difficult to analyse and provide any suggestion.	Map and location has been uploaded on the Delhi Govt e-procurement website as well as NDMC website as Corrigendum-1 at Annexure-1 & Annexure-2.
3.		Regarding Penalty clause, we would like to say that this is first time that digital panels are being proposed outdoor with Wi-Fi for which we would like to congratulate the authority for taking this initiative. However for both of us it will be a new concept and we both are ignorance of any hurdle or technical issues which may incur post implementation. Secondly for smooth running of display panels and internet we will be depending purely on the internet provider and manufacturer of LED panel. And there can be chance where availability of product/part of panel will be issue. And for internet also sometime due to cabling/synchronizing problem with IP address internet does not work and	Penalty clause has been modified and placed as Annexure-2 to these replies.

		<p>sometime takes time to understand the problem itself. We therefore request to remove or alter the penalty clause. You will appreciate there will be huge investment and therefore everyone will put all the efforts to function the media properly and effectively. We think and propose to penalty clause after one year of function as lets start understand the difficulties we come across during one year and accordingly we will be prepared for the solution.</p>	
4.		<p>Since the size of the media is small, it is therefore proposed to have set of 5-10 panels at a stretch which not only looks aesthetically good but for advertisers it will be effective for using for their advertisement</p>	RFP clause remains unchanged.
<b>M/s Planet Advertising Pvt. Ltd.</b>			
5.		<p>What's the Purchase Date for the tender?</p>	<p>Up to the last date of bid submission. However, bidder can download and the RFP cost can be deposited along with EMD.</p>
6.	<p><b>Clause : 3.8.4</b> <b>Page : 26</b> <b>Display Input</b> VGA (15 pin D-Sub), HDMI, DVI &amp; DPUSB &amp; RJ45, Wi-fi Embedded: Yes, RS-232C</p>	<p>If we use integrated hardware in the screen, What is the need of all these inputs? <b>Suggestion:</b> As this is of no relevance with the quality should be in hands of concessionaire.</p>	RFP clause remains unchanged.
7.	<p><b>Clause 9.1.2</b> <b>Page : 76</b></p>	<p>Working hours for digital Outdoor Full Colour LED Display Panels will be from 6 A.M to 2 A.M. (20 hours) in a day. <b>Suggestion:</b> Calculation should be done with 16 hours running time</p>	<p>Working hours will be from 9:00 A.M. to 1:00 A.M. (16 hours).</p>
8.	<p><b>Clause 3.3 Solution Design</b> <b>Page : 13</b></p>	<p>“Allows businesses and agencies to quickly use their existing web content on multiple, form factors, greatly reducing the time and cost to deploy new content and applications”. <b>Q:</b> Please Explain the above point.</p>	<p>It is self explanatory.</p>

9.		Location map not provided in the RFP. Please share the location map.	Location map uploaded. The same is also enclosed as Annexure-I to these replies.
10.	<b>Clause : 1.1</b> <b>Page : 5</b>	Charging port should not be there in the kiosk as it might lead to cluster of people around the kiosk eliminating the visibility of the screen. Moreover it might lead to short circuit due to different phones of people.	RFP clause remains unchanged. However, to increase the visibility the bottom of the screen can be kept upto a height of 5' (five feet) from existing floor level of corridor.
11.	Clause : 3.6.23 Page : 22 The Concessionaire will provide necessary support, data and other required information for integration of this solution with Central Command and Control Centre of NDMC, as and when such Command and Control Centre will be set-up by the NDMC by itself or through any other concessionaire.	<b>Understanding:</b> We can provide Login on the Dashboard from where NDMC can check and download the relevant reports. if NDMC Setup a Central Command and Control Centre the we can share Web APIs for easy integration in the NDMC system. <b>Q:</b> Is there any other software support needed from the Concessionaire end?	API's and any other help required for integration with ICCC will have to be provided by the concessionaire.
12	<b>Clause : 9.1.2</b> <b>Page : 75 Post implementation SLA,</b>	<b>Suggestion: Uptime should be lower to atleast 95%.</b>	RFP clause remains unchanged.
13	<b>Clause :3.2.1</b> <b>Page : 10</b>	throughput of 256 Kbps shall be maintained for at-least 25 (twenty five) simultaneous users <b>Suggestion:</b> Throughput of <b>128kbps</b> for 25 users should be maintained.	RFP clause remains unchanged.
<b>M/S Media 24X7</b>			
14.		Will audio be allowed in Digital Displays?	No audio will be allowed on Digital Displays However, in emergency situation or public interest NDMC can use the Audio facility.
15	Clause No. 3.8.4 Page NO. 26	Operational hours is mentioned as 24X7. We feel running the displays for 24X7 will shorten the lifespan of the devices and result in wastage of electricity. We suggest the operational hours should be maximum 18 hours (6:00am to 12:00am).	Clause No.3.8.4 pertains to the specification of the LED panel. However, operational time of these LED panels is from 9:00 A.M. to 1:00 A.M.(16 hours).
16		We feel the penalty amount for downtime is a bit on higher side. We do appreciate the necessity to have it as a deterrent,	Modified penalty amount is enclosed as Annexure-2 to these replies.

		but request you make the amount more reasonable.	
17		No location map has been provided in RFP. Kindly provide us a copy.	Location map is enclosed as Annexure-I to these replies.
<b>M/S Hindustan Publicity</b>			
18	1.1 NDMC hereby invites online bids for Selection of a Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full colour LED display Panels in NDMC area Phase-II (Group-B) on BOT” for the concession period of nine (9) years (including maximum four months implementation period)	The said RFP is for LED Display Panels in NDMC Area Phase-II (Group-B). Please clarify the status if any of the RFP or Bids being invited for Phase-I & Phase-II (Group-A). If there are bids being called for Phase-I & Phase-II (Group-A) stages, please clarify the quantity of LED/LCD Full Color Display Panels being invited in the said stages & will it be in the same area/location or vicinity of the locations for which bids have been invited in this RFP document.	Phase-I bids already invited for 75 nos. Digital Interactive Information Panels. Location of these 75 panels is available in the RFP document available on NDMC website as well as Delhi Govt. e-procurement website. Locations of Digital Interactive Panel is Phase-II (Group-A) still not finalised.
19	1.1.(a) Free Wi-Fi to the public in a minimum radius of 25 meter area from each of such panel	The Wi-Fi access is free for all within a minimum radius of 25 meters area of each such panel. Please clarify who shall be responsible for the content which would be downloaded or uploaded through the Wi-Fi service. The concessionaire should not be held responsible for any adverse use of the free Wi-Fi service as they are only providing a channel between the end user & the internet through the installation of LED/LCD Display Panels & providing free Wi-Fi service to users. The responsibility of the content being downloaded or uploaded by the Free Wi-Fi user should not vest with the Concessionaire.	The concessionaire has to ensure the same through Internet Service Provider (ISP) from whom these services will be provided. The unwanted content or websites can be blocked by the ISP.
20	1.1.(b) Mobile charging points	Does the Concessionaire have to provide only electricity connection point for the mobile charging points or specific charging leads as per handset make & models available in the market. Please clarify.	The concessionaire has to provide electric connection for mobile charging points as well as specific charging leads as per handset make & models.
21	3.2.1.(f)	The project envisages a huge capital expenditure as well as	RFP clause remains unchanged.

	To give NDMC a lump-sum monthly concession fee as quoted in the financial bid which will be increased @ 7% per annum compounded annually with minimum guaranteed revenue @ Rs 5,000/- per month per Unit of Digital Outdoor full Colour LED Display Panel.	there are a running operation, maintenance & overhead expenditure which would be involved in the project. We are of the opinion that the minimum guaranteed revenue/ lump-sum monthly concession fee should be applicable after 3 years of the project & the minimum guaranteed revenue/ lump-sum monthly concession fee should be increased @ 20% after every 3 years.	
22	3.3. Solution Design :Central management console will be used to remotely configure, control, and monitor Digital Outdoor full Colour LED Display Panels. Central manager should provides user management as well as real-time monitoring, live viewing of remote screen content, notification of events, and session management.	The setting up of the Central Management Console (CMC) also involves a separate cost to the project &a would involve setting up of a separate server at the CMC for the 50 Nos. Digital Panels. Whereas cloud based servers are much reliable with regards of data protection & information flow to all the panels. The backup systems of cloud servers available are much reliable rather than the backup systems of the servers which would have to be setup at the CMC. In the instance the server which is setup at the CMC faces any issues & is on breakdown it would result in the breakdown of information of digital displays on all the 50 Nos. panels & this would not be the case with Cloud Based Servers wherein the question of breakdown or maintenance is very rare as they have multiple servers to maintain smooth flow of information. We recommend to not setup servers at the CMC & utilise Cloud Based Servers for the said Panels	The concessionaire can either set up the Central Control Centre or can use the cloud based Services to manage the content to be displayed on these Digital Information Panel and to provide Wi-Fi Services as per scope defined in the RFP. However, the concessionaire is responsible for implementation of all cyber security policies while providing services as per this RFP scope of work.
23	3.3.2 Wi-Fi Services through Digital Outdoor Full Colour LED display Panels The Concessionaire will install Wi-Fi APs on these Digital Outdoor Full Colour LED display Panels to provide Wi-Fi @ one Mbps speed per user and for 25 users per Digital Outdoor Full Colour LED display Panels simultaneously to the public shall be free of cost for 50 MB data subject to one GB data	The clause mentions “The Wi-Fi service must be provided 24 hours a day, 7 days a week”. However under clause 9.1.2.1.(A) – Note : it is mentioned that “Working hours for digital Outdoor Full Colour LED Display Panels will be from 6 A.M to 2 A.M. (20 hours) in a day.”. Please specify the operation time of the LED/LCD Panels along with the operation time of the Free Wi-Fi service. If the LED/LCD Outdoor Digital Panel operation time is specified as 20 hours, the Wi-Fi service should also be for a period of 20 hours which is the operation time of the LED/LCD Panel.	Wi-Fi access point is separate from LED panels. Its operation time is from “9:00 A.M. to 1 A.M.(16 hours).

	<p>per month per user. Internet bandwidth for free internet services is to be provided for atleast 25 users per Digital Outdoor Full Colour LED display Panels at a time. The Wi-Fi service must be provided 24 hours a day, 7 days a week and must provide a signal strong enough to reach a minimum of 25 meter across a busy street. The Wi-Fi hotspots should work together as a network. A user should be able to log in once and stay connected while within 25 meter of any hotspot. The user's device should be allowed to automatically re-connect after a connection has been severed and the user comes within the range of one of the network's hotspots. The free SSID will be displayed on the mobile phone. Free Wi-Fi shall be provided without any interference. The applicant can generate revenue through online advertisement while providing free Wi-Fi to public without hindering the free Wi-Fi service for not more than 5% time in total. In addition to this, the concessionaire is allowed to place online advertisement on the free Wi-Fi login page only. No data offloading allowed through the Wi-Fi.</p>		
24	<p>3.4.1 Implementation Stage: Four months provided for Implementation of the LED/LCD Outdoor Digital panels</p>	<p>We feel that four (4) months period provided for the installation of the LED/LCD Outdoor Digital Panels are too short a period for the installation of all 50 nos. &amp; the said duration should be increased to eight (8) months as the implementation period of the said panels.</p>	<p>RFP clause remains unchanged.</p>

25	<p>3.6.2 Operate, maintain and manage all hardware, software and services covered in this RFP document throughout the concession period. The Concessionaire will design all the contents required by NDMC to be displayed and run the content as per direction of NDMC from time to time. The Concessionaire will redesign or modify all or some of the contents as and when required by NDMC. The Concessionaire shall design the NDMC content to be displayed on these screen as per NDMC requirements from time to time and also display NDMC 311 app and the web portal. The Concessionaire will design the contents and provide linkage with various Government websites frequently used by the citizens. Provide links for route searching, weather conditions, availability of trains, buses, airlines and their booking, places of interest etc. Available nearby shopping complexes, restaurants, other important establishments etc. Registration of complaints with NDMC or any other department.</p>	<p>The Display Panels to be installed are Non Interactive Digital Signage as mentioned under the Clause for Solution Capabilities “Should Supports management of outdoor Digital Outdoor Full Colour LED display Panels and non interactive digital signage from a common platform.” The “provide linkage with various Government websites frequently used by the citizens. Provide links for route searching, weather conditions, availability of trains, buses, airlines and their booking, places of interest etc. Available nearby shopping complexes, restaurants, other important establishments etc. Registration of complaints with NDMC or any other department” can only be done when the Digital Panel is interactive &amp; since the panel is Non Interactive. The said responsibility should not vest with the Concessionaire as the same would not be possible on a Non interactive Digital Panel.</p>	<p>Clause 3.6.2 will be read as, “Operate, maintain and manage all hardware, software and services covered in this RFP document throughout the concession period. The Concessionaire will design all the contents required by NDMC to be displayed and run the content as per direction of NDMC from time to time. The Concessionaire will redesign or modify all or some of the contents as and when required by NDMC. The Concessionaire shall design the NDMC content to be displayed on these screen as per NDMC requirements from time to time and also display NDMC 311 app and the NDMC web portal.”</p>
26	<p>3.6.5 To provide MPLS/ FTTH / broadband connection at each of the Outdoor Digital Outdoor full Colour LED Display Panel and at Central Control centre to update the digital contents on real time basis or as and when required, (ii) Free Wi-Fi connectivity to</p>	<p>Please elaborate of the clause wherein it is mentioned data on demand basis. Since the limit for data has been fixed in the RFP Document as mentioned under clause 3.3.2. Is there any other data which is to be provided on demand by the Wi-Fi user or to the Police Stations. How will the date linkage to police stations in NDMC areas would be made possible &amp; is it necessary to provide such data to police</p>	<p>Linkage to Police Station is required only in case the concessionaire install the CCTV at these locations of digital panel for security reasons.</p>

	Public (iii) Internet connectivity for outdoor information panels; and data on demand basis, online to the Central Control Centre and to police stations in NDMC area throughout the concession period of project, at his cost (if concessionaire install the CCTV's)	stations.	
27	3.8.1.4.(iii) Digital Outdoor full Colour LED Display Panel Specification: iii. Should support Full HD (1980x1024) Resolution or better. Brightness 2500 nit.	The requirement for 2500 nit Brightness Screen is very high. The brightness requirement is very high & the same will result in very high brightness in the ambient environment where the LED/LCD Panels are to be placed & the same would have an adverse effect on the eyes of the onlooker. We are of the opinion that the screen brightness requirement should not be more than 700 nit as the same is equally visible in the ambient environment where it is being placed.	RFP clause remains unchanged.
28	3.8.4 Digital Outdoor full Colour LED Display Panel & Display Requirement – Under Display Panel Specifications there is a requirement of Built In Speakers of 10 + 10W.	Please elaborate will the concessionaire be allowed to utilise speaker audio for advertisements combined with the Digital Panels & at what decibels will the same be allowed. If no, then why is there a requirement of built in speakers in the Display Panel.	Refer reply to queries at S. No. 14.
29	3.8.4 – Note (2) The applicant has to mention the make and model number of the product offered.	The prior specification & query to mention the Make & Model No. of the product offered clause should be removed as the RFP Bid submissions, opening & actual installation of the said panels are time consuming. The project in question is of Digital Panels, the technology for which is evolving at a very rapid pace & to fix on a make & model number of the product offered would restrict us to use an old technology in the instance where a new technology is available & then we would be restricted to use the make &	RFP clause remains unchanged.



		model proposed in the Bid. We propose to only mention the make of the product offered.			
30	G 4.27 (xi) NDMC reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.	The RFP document clearly mentions the pre requirement of the LED/LCD Outdoor Digital Panels & the said panels will be only installed once an approval is received from NDMC on the technical specifications of the Panels. The said clause should be removed or amended.	RFP clause remains unchanged.		
31	4.10.2 SI No.1 – Earnest Money Deposit -EMD – Rs.20.00 Lakh to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.	Under Clause No.4.1.10 it is mentioned that “The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.10.00 Lakh (Rupees Ten Lakh only) in accordance with the provisions of this RFP document.” Please clarify the exact amount of Earnest Money Deposit to be deposited along with the Bid Documents.	Refer reply to queries at S. No. 1		
32	4.27 (vi) The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate SLA reports from the SLA monitoring tool.	Please clarify the SLA monitoring tool which is to be used in the said generation of desired reports.	Certain standard softwares are available to monitor the SLA’s. These software/tools can generate report for uptime.		
33	9.1.1 SLAs during implementation : For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows: <table border="1" data-bbox="370 1328 792 1404"> <tr> <td><b>Delay (Fortnight)</b></td> <td><b>Penalty value</b></td> </tr> </table>	<b>Delay (Fortnight)</b>	<b>Penalty value</b>	The Concessionaire will bid for the project & in the instance of the award of the said project, they will involve manpower & financial resources for the successful implantation of the said project in the due timelines. However, there might be instances wherein delays in the implementation would be of no fault of the Concessionaire & of events wherein it would result in delay in implementation & being not in conformity of the SLA. The said Concessionaire should not be panelised & the said clause of penalty should be removed.	RFP clause remains unchanged.
<b>Delay (Fortnight)</b>	<b>Penalty value</b>				

	<table border="1"> <tr> <td>Per Fortnight</td> <td>Rs.2.5 lakh per Fortnight</td> </tr> <tr> <td>Maximum</td> <td>Rs.25 Lakh</td> </tr> </table> <p>In case, the Concessionaire reaches maximum of penalty at any point of time, NDMC reserves the right to invoke the termination clause.</p>	Per Fortnight	Rs.2.5 lakh per Fortnight	Maximum	Rs.25 Lakh																									
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34	<p>9.1.2.1 (A) The uptime commitment of all the LED/LCD display, or any other equipment/communication devices used for real-time availability of information to the public is 97%. For uptime below the limits defined above the following penalties will be imposed:</p> <p>SLAs for Digital Outdoor full Colour LED Display Panel (per quarter)</p> <table border="1"> <thead> <tr> <th>Sr No.</th> <th>Uptime SLA (Quarterly)</th> <th>Penalty Clause</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Uptime up to 97%</td> <td>No Deduction</td> </tr> <tr> <td>2</td> <td>Between 97% to 96%</td> <td>Rs. 1 Lakh</td> </tr> <tr> <td>3</td> <td>Between 96 % to 95%</td> <td>Rs. 2 Lakh</td> </tr> <tr> <td>4</td> <td>Between 95% to 94%</td> <td>Rs. 3 Lakh</td> </tr> <tr> <td>5</td> <td>Between 94% to 93%</td> <td>Rs. 4 Lakh</td> </tr> <tr> <td>6</td> <td>Between 93% to 92%</td> <td>Rs. 5 Lakh</td> </tr> <tr> <td>7</td> <td>Between 92% to 91%</td> <td>Rs. 6 Lakh</td> </tr> <tr> <td>8</td> <td>Below 90%</td> <td>Not acceptable. NDMC can</td> </tr> </tbody> </table>	Sr No.	Uptime SLA (Quarterly)	Penalty Clause	1	Uptime up to 97%	No Deduction	2	Between 97% to 96%	Rs. 1 Lakh	3	Between 96 % to 95%	Rs. 2 Lakh	4	Between 95% to 94%	Rs. 3 Lakh	5	Between 94% to 93%	Rs. 4 Lakh	6	Between 93% to 92%	Rs. 5 Lakh	7	Between 92% to 91%	Rs. 6 Lakh	8	Below 90%	Not acceptable. NDMC can	<ol style="list-style-type: none"> <li>The Concessionaire will bid for the project &amp; in the instance of the award of the said project, they will involve manpower &amp; financial resources for the successful implantation of the said project in the due timelines. In the instance of the Display Panels not running as per uptime commitments, the concessionaire will also face losses as the source of revenue for the Concessionaire is the LED/LCD Display Panels only &amp; non display of Panels would result in the loss of revenue for the Concessionaire as well. Imposing such high penalties on the Concessionaire will be unjust &amp; the said Clause should be removed or amended.</li> <li>The Concessionaire is responsible for procurement of electricity from the concerned electricity department &amp; there might be instances wherein proper supply of electricity is not maintained &amp; outages are being faced by the Concessionaire &amp; downtime of the LED/LCD Panels would increase significantly. With such penalty clauses the penalties would mount on the Concessionaire every quarter without any fault of theirs &amp; thus should be removed completely.</li> </ol>	Modified SLA is enclosed as Annexure-2.
Sr No.	Uptime SLA (Quarterly)	Penalty Clause																												
1	Uptime up to 97%	No Deduction																												
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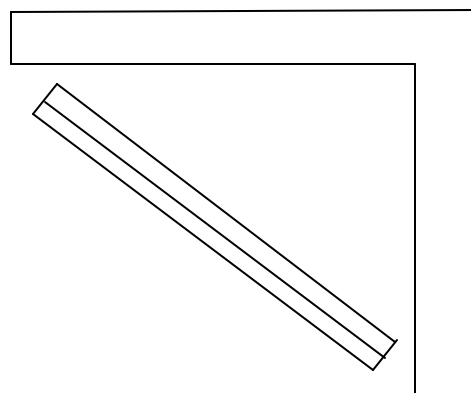
			terminate the Concession Agreement.															
35	<p>9.1.2.1 (B) SLA for availability of Wi-Fi System on Internet through Access Points (AP) and its speed (per quarter)</p> <table border="1"> <thead> <tr> <th>Sr No.</th> <th>Uptime SLA For AP hours per quarter for all smart poles</th> <th>Penalty values per quarter</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Uptime up to 95%</td> <td>No Deduction</td> </tr> <tr> <td>2</td> <td>Between 90% to 95%</td> <td>Rs. 2 Lakh</td> </tr> <tr> <td>3</td> <td>Between 90% to 85%</td> <td>Rs. 4 Lakh</td> </tr> <tr> <td>4</td> <td>Below 85%</td> <td>Not acceptable. NDMC can terminate the Concession Agreement.</td> </tr> </tbody> </table> <p>Note: For Internet Wi-Fi System:</p>	Sr No.	Uptime SLA For AP hours per quarter for all smart poles	Penalty values per quarter	1	Uptime up to 95%	No Deduction	2	Between 90% to 95%	Rs. 2 Lakh	3	Between 90% to 85%	Rs. 4 Lakh	4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.	<ol style="list-style-type: none"> <li>1. The Concessionaire is responsible for providing Free Wi-Fi Service by installation of concerned hardware &amp; software. However, the actual connection to the internet facilities would be through the ISP from which the connections would be procured. In the instance the ISP routers/hubs are facing connectivity issues, the concessionaire should not be penalised for the same &amp; the said clause should be removed.</li> <li>2. In the instance of any govt. department work unrelated to the said display panels which does not result in relocation of the Display Panels but hampers the Wi-Fi internet connectivity owing to digging &amp; other measures undertaken by them, penalising the concessionaire for the same would be unjust &amp; the said clause should be removed.</li> </ol>	The concessionaire can sign the SLA for uptime arrangement with ISP.
Sr No.	Uptime SLA For AP hours per quarter for all smart poles	Penalty values per quarter																
1	Uptime up to 95%	No Deduction																
2	Between 90% to 95%	Rs. 2 Lakh																
3	Between 90% to 85%	Rs. 4 Lakh																
4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.																
36	<p><b>Rights of Parties</b> Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to</p>	In the instance of the project not working as per estimates & future financial workings of the awarded Concessionaire, they should be provided with an opportunity to surrender OR exit the said project. Thus, a surrender/exit clause should be included within the clause of the Rights of Parties.	The concessionaire may terminate the agreement by giving a 90 days' notice but in that case all the assets created by the concessionaire including Digital Outdoor Full Colour LED display Panels will become the property of NDMC however, the concessionaire															

	accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Concession Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.		has to fulfil all the conditions as prescribed under clause 11.7 & 11.8 of this RFP document and the concessionaire has to pay all outstanding dues to NDMC before such termination.
37	Annexure-1 Details of locations of Digital Outdoor full Colour LED Display Panels (INDICATIVE)	Drawing missing from RFP document. Please provide.	Location enclosed as Annexure-1.
38	Annexure-2 Location Map	Map missing from RFP document. Please provide.	Location map already uploaded.

**Details of Location of 50 Nos. Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) to be installed in Connaught Place area.**

<b>S. NO.</b>	<b>Location</b>	<b>No. of Panel</b>
1.	A- Block Arch	5
2.	B-Block Arch	4
3.	C-Block Middle Circle Arch	2
4.	D-Block Arch	3
5.	E-Block Arch	6
6.	F-Block Arch	6
7.	G-Block Arch	4
8.	H-Block Arch	4
9.	K- Block Arch	4
10.	L-Block Arch	4
11.	M-Block Arch	4
12.	N-Block Arch	4
	<b>Total</b>	<b>50</b>

**Note: Only one panel will be allowed in one of the corner of these Arch. One such sample installed in C-Block Arch, near Jain Book Agency, Connaught Place**



**Annexure-2**

<b>Sr No.</b>	<b>Uptime SLA For AP hours per quarter for all smart poles</b>	<b>Penalty values per quarter</b>
<b>1</b>	Uptime up to 96%	No Deduction
<b>2</b>	Between 96% to 95%	Rs. 1 Lakh
<b>3</b>	Between 95% to 94%	Rs. 2 Lakh
<b>4</b>	Between 94% to 93%	Rs. 3 Lakh
<b>5</b>	Between 93% to 92%	Rs. 4 Lakh
<b>6</b>	Between 92% to 91%	Rs. 5 Lakh
<b>7</b>	Below 91%	Not acceptable. NDMC can terminate the Concession Agreement.