

Corrigendum-1

Sub.: Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of 75 Nos. Digital Interactive Information Panels to connect digitally with the online services provided by various government bodies in lieu of advertisement rights in NDMC area on BOT”.

Replies of queries raised by the prospective Applicants for the pre-bid meeting held on 25-08-17 at 11:00 AM:-

S. No.	Clause	Name of the Company/ Description of Query	Reply of NDMC
M/s M/s JC Decaux Advertising India Pvt. Ltd.			
1.	License Period	The License period of 9 years as per present tender conditions is too less considering the high capital investment and the recurring operational expenses required for such a project. The license period should be 20 years to make the project sustainable.	RFP clause remains unchanged.
2.	Concession Fee	Due to high capital investment and operational expenses the minimum guarantee should not be applicable and the project should only be on basis of revenue share	RFP clause remains unchanged.
3.	Exclusivity:	Presently the tender is not sustainable due to the huge capital investments and recurring expenditure on its operations. Also, the outdoor advertising scenario depends on the demand and supply wherein currently there is a lot of existing outdoor media within NDMC area itself. In order to avoid price cutting and discount offerings it is imperative to have the entire project conceived in a single package.	RFP clause remains unchanged.

		In case digital screens are to be installed in Connaught Place area than no other digital interactive screens should be installed under the other package near and around Connaught Place.	
4.	Selection of successful bidder:	Since the project conceived is of high investments and a step towards Digital India providing services to the citizens it is imperative that the selected Concessionaire has strong Technical & Financial credentials. The selection of the bidder should be on basis of consolidated score of Technical & financial bids in the ratio of 80:20.	RFP clause remains unchanged.
5.	Investments –	We suggest that viability-gap funding model be considered as the capital expenditure required is too high for the sustainability of the project or at least the fiber cable & electricity expenses should be borne by NDMC.	RFP clause remains unchanged.
6.	Ownership:	The ownership of the assets should vest with the concessionaire during and post the expiry of the license period. This would ensure higher investment as well as better maintenance of the assets throughout the license period.	Clause 4.26 (iv) will be read as “The concessionaire will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, servers, computer systems, solutions, applications, reports, software and licenses etc during the concession period. However, he has to transfer all the assets created under this RFP to NDMC in working condition at the end of concession period.”
7.	Termination Clause:	Clause 11.8 states that on termination of agreement for whatsoever reason, all assets would become the property of NDMC. This clause is too stringent as it negates the balanced	RFP clause remains unchanged.

		approach for a sustainable project. The termination of agreement should only be on basis of precisely defined Event of Defaults as provided for in Clause 11.1 and after exhausting all available dispute resolution method.	
8.	Punitive Clause:	Penalties levied are extremely high. There are many contributable factors such as vandalism, theft, accidents, digital screens downtime etc. that are to be factored in.	Part of Clause 9.1.2 has been modified at S. No.20 below.
9.	_____	In case of Interactive panels the screens for services can be digital interactive whereas the advertising face can be static/scroller or digital depending on the Concessionaire's choice. OR; NDMC can lay down a condition wherein the Concessionaire will have to install a minimum of 20% screens as digital.	
10.	Locations:	The locations for installation of the screens should be mutually decided based on service & advertising aspect.	RFP clause remains unchanged.
M/s Planet Advertising Pvt. Ltd.			
11.	Clause : 1	Suggestion: The project is not conforming to the approved Advertisement Policy-2017. Therefore, it would be advisable to restrict the number of kiosks to almost 50% as indicated in the RFP. Once the viability & feasibility is established the balance locations can be taken up.	The quantity of Digital Interactive panel has been reduced from 75 Nos. to 50 Nos. Accordingly Annexure-I has been modified as enclosed as modified Annexure 'A'. Clause 4.26 (x) will be read as, "Deviation Clause: (x) During the concession period, NDMC has the right to increase or decrease number of digital interactive information panels from the scope of work. In that case the minimum concession fee per digital interactive

			panel will remain same. NDMC will have right to increase the number of digital interactive information panels from 50 Nos. to 75 Nos.”
12.	Clause : 3.8.4 Page : 31	Ø Brightness for the interactive should not be 2500nits as people won't be able to view from a near distance. 1500nits brightness is perfect for the same. Also we can add a shade on the top of kiosk that will increase the visibility in the day light also.	RFP clause remains unchanged.
13.	Clause : 3.8.4	Suggestion: The Running time should be from 6AM - 12AM (mid-Night) max.	RFP clause remains unchanged.
14.	Clause :3.1 Page : 10	throughput of 256 Kbps shall be maintained for at-least 25 (twenty five) simultaneous users Suggestion: Throughput of 128kbps for 25 users should be maintained.	RFP clause remains unchanged.
15.	Clause : 9.1.2 Page : 79 Post implementation SLA,	Suggestion : Uptime should be lower to atleast 95%.	RFP clause remains unchanged.

16. Clause 3.4.1 will be read as,

“ Implementation Stage:

Implementation of Digital interactive information panels solution in two stages.

(a) Implementation of Digital interactive information panels solution in stage-I (at 20 locations)

- i) Within 15 days from the date of signing of agreement, the Concessionaire shall submit the detailed design and execution Plan.

ii) Within 2.5 (two and a half) months from the date of signing of agreement, the Concessionaire shall install and commission digital interactive information panels at first 20 locations as per scope defined in this RFP document.

(b) Implementation of Digital interactive information panels solution in stage-II (next 30 locations)

i) Based on the implementation experience of stage-I, the Concessionaire can make certain modifications in design of next 30 locations with prior written approval of NDMC.

ii) Within four months from the date of signing of agreement, the Concessionaire shall install and commission digital interactive information panels at next 30 locations as per scope defined in this RFP document.”

17. Implementation period will be read as,

“Four months (04 months) instead of six months at every place in this RFP document.”

18. Clause 3.7.1. will be read as,

“The applicant shall quote **ONLINE** the lump-sum “Concession Fee”, which will be paid to NDMC per month in the prescribed format given at **Annexure-3**. The Concessionaire would pay to NDMC every month the Concession Fee as quoted above throughout the concession period, subject to minimum concession fee as Rs.10,000/- (Rupees Ten Thousand only) per month per digital interactive information panel, which will increased on yearly basis @ 7% on compounded basis. For 20 panels under stage-I, the Concession fee will start from the end of 2.5 (two and a half) months from the date of signing of agreement. For next 30 panels under stage-II, the Concession fee will start from the end of four months from the date of signing of agreement. If the digital interactive information panel is installed and commissioned before the stages defined above, then the concessionaire fee will start from the date of installation and commissioning or the period defined above whichever is earlier.

19. Sr. No. 7 under clause 1.6 will be read as

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1.	Last date for signing the Concession Agreement	One month from the date of issue of Letter of Acceptance.”
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20. Clause 9.1.2 will be read as,

“Post-Implementation SLAs

9.1.2.1 These SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarter basis.

(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 95%. For uptime below the limits defined above the following penalties will be imposed:

SLAs for Digital Interactive Information Panel (per quarter)

Sr. No.	Uptime SLA (Quarterly)	Penalty Clause
1	Uptime up to 95%	No Deduction
2	Between 95% to 94%	Rs. 2.5 Lakh
3	Between 94 % to 93%	Rs. 5 Lakh
4	Between 93% to 92%	Rs. 7.5 Lakh
5	Between 92% to 91%	Rs. 10 Lakh
6	Between 91% to 90%	Rs. 12.5 Lakh
7	Between 90% to 89%	Rs. 15 Lakh

8	Below 88%	Not acceptable. NDMC can terminate
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Note: For Digital Interactive Information Panel:

Downtime means non-display/ non-functional of public facilities/services offered (except the down time due to fault of NDMC). Uptime requirements shall be calculated as $[1 - (\text{no of Digital Interactive Information Panel hours not available}) / (\text{Total Digital Interactive Information Panel} * \text{Total working hours in one quarter minus scheduled maintenance time})] \times 100$. For example, if 50 nos. of Digital Interactive Information Panel are deployed at various locations, and 50 Digital Interactive Information Panel do not work for 100 hour, the total non-working Digital Interactive Information Panel hours will be 5000 and the uptime would be $\{1 - (5000 / (50 * 90 * 18))\} \times 100 = 93.83\%$ and penalty as per SLA will be Rs.5.00 Lakh 50 being the number of Digital Interactive Information Panel, for 90 days on 18 hours basis. This down time will be used for penalty calculations on quarterly basis and. The penalties would be levied for every Digital Interactive Information Panel down time, be it for non-availability of network, theft, damage etc., because the Concessionaire is responsible for supply of all enabling components on end-to-end basis. Working hours for Digital Interactive Information Panel will be from 8:00 A.M to 2:00 A.M. (18 hours) in a day. Scheduled maintenance time of 08 hours per Digital Interactive Information Panel per quarter will also be allowed, subject to prior information to NDMC atleast 07 days in advance. This scheduled maintenance time will not be considered while calculating total working hours.

(B) SLA for availability of Wi-Fi System on Internet through Access Points (AP) and its speed (per quarter)

Sr. No	Uptime SLA For AP hours per quarter for all Digital Interactive Information Panels	Penalty values per quarter
1	Uptime up to 95%	No Deduction
2	Between 90% to 95%	Rs. 4 Lakh

3	Between 90% to 85%	Rs. 8 Lakh
4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.

Note: For Internet Wi-Fi System:

Downtime means non-working/ non-availability of Access Points (APs)/non availability of Internet bandwidth per user as defined in RFP at all locations. Uptime shall be calculated as $[1 - (\text{no. of AP hours not available}) / (\text{Total no of APs} * \text{Total hours in one Quarter minus scheduled maintenance time})] * 100$. For example, if 50 nos. of APs are deployed at various locations, and 50 AP do not work for 100 hours, the total non-working AP hours will be 5000 and the uptime would be $\{1 - (5000 / (50 * 90 * 18))\} * 100 = 93.83\%$ and penalty as per SLA in the quarter will be Rs. 4.00 Lakh [50 being the number of APs, for 90 days on 18 hours basis]. This down time will be used for penalty calculations on quarterly basis and necessary penalty calculated have to be deposited by the concessionaire. The penalties would be levied for every AP down time. Working hours for AP's will be from 8:00 A.M to 2:00 A.M. (18 hours) in a day. Scheduled maintenance time of 08 hours per AP's per quarter will also be allowed, subject to prior information to NDMC atleast 07 days in advance. This scheduled maintenance time will not be considered while calculating total working hours."

Details of locations of Digital Interactive Information Panels (INDICATIVE)

Sl. No.	Location	Quantity
1	Junction of Parliament Street & Outer Circus (on footpath)	1
2	Radial Road-2 Palika Parking Corner (near subway)	1
3	M-Block subway Entrance towards Super Bazar	1
4	Barakhamba Road Outer Circus (front of Statesman House)	1
5	Near N-Block Subway (opposite K.G. Marg)	1
6	Near Sansad Marg subway (Jeevan Bharti Building)	1
7	Radial Road-1 (F-Block side)	1
8	Front of Gate No.7 Palika Bazar	1
9	Radial Road-4 (C-Block side parking corner)	1
10	Radial Road-3 B-Block side	1
11	Radial Road-4 front of Plaza Cinema	1
12	Radial Road-1 Gate No.7 Palika Bazar	1
13	Radial Road-5 near D-Block Parking	1
14	Middle Circle front of 'CROMA' Showroom	1
15	Radial Road-6, L-Block side near Middle Circle	1
16	Radial Road-7, E-Block near Arch.	1
17	Near M-Block Corner	1
18	Near Metro Gate-6 (Infront of Palika Bazar)	1
19	At Central Park Parking Entrance	1
20	Near Toilet opposite B-Block	1
21	Infront of Gopal Dass Building	1
22	National Stadium C-Hexagon	1
23	Entrance of Dilli Hatt	1
24	Infront of Safdarjung Hospital	1

25	Bengali Market	1
26	Jor Bagh Market near Service Centre Gate	1
27	Central Market Lodhi Colony near Bus Stand towards Parkash Studio	1
28	Corner of Barat Ghar Lodhi Road	1
29	Khanna Market corner of 3 rd Crossing towards Aliganj	1
30	Gole Market in front of Janta Book Store B.V.S. Marg	1
31	Malcha Marg Market side opposite Fujia Laziz Corner	1
32	Malcha Marg Market near entrance	1
33	Malcha Marg Market near corner of parking side entrance	1
34	Malcha Marg Market near Dharam Marg side corner of Platform	1
35	Sarojini Nagar corner of park opposite Primary School	1
36	Sarojini Nagar corner of DLF Parking	1
37	Sarojini Nagar front entry of shops at Cross Road-1	1
38	Khan Market near Parking Entrance	1
39	Khan Market near Dustbin/Toilet corner	1
40	Khan Market near Entrance from side Lane Amrita Shergill Lane	1
41	Khan Market near Pyaou	1
42	Khan Market near Parking Entrance from Amrita Shergill Lane	1
43	Khan Market corner of parking area towards road Kamal Nursery side	1
44	Khan Market in parking side towards Road Kamal Nursery side	1
45	Khan Market between entrance & toilet	1
46	Khan Market Q point near Symmetry	1
47	Khan Market near Petrol Pump Shahajahan Road	1
48	Mandi House – Sikandra Road	1
49	In front of DLF Capital – B.K. S. Marg	1
50	Jantar Mantar Entry – Sansad Marg	1

Note: Exact location of each panel shall be such that it should not disturb attention of drivers on road.