



MAHA MUMBAI METRO OPERATION CORPORATION LTD (MMMOCL)

e-tender Title: Licensing of OOH advertising rights for Mumbai Metro Line 2A and 7

e-tender no: # 2526 dated June 29, 2021

RESPONSE TO PRE-BID QUERIES

Following are the queries received in writing via email from prospective bidders and corresponding clarifications from MMOCL –

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
1	Clause 9, Page 39	Branding Rights at Stations	Kindly provide the list of stations awarded by the authority for branding rights. Also, pls provide the details of the media earmarked for branding rights at these stations. Will the awarded branding rights stations will become part of this RFP post expiry/ termination of their License with the Authority or the Authority will invite fresh bids for the same. Pls confirm.	<p>The bidding process for station branding rights is ongoing, the results of the same shall be informed to bidders through an Addendum following the conclusion of the same.</p> <p>Post the expiry of the license period, the branding rights Licensee shall have the Right of First Refusal (ROFR) to match the highest bidder in case bid submitted by the Licensee is within 10% of the highest bid.</p>

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
2	Clause 9, Page 41	Revenue Share: For the purposes of calculation of Revenue Share, Gross Revenue from all sources earned by the Licensee from the Advertising Rights under this RFP shall be considered.	In advertisement business (specially train wraps), significant part of the revenue is production charges, which is a cost for the Licensee. Hence, we suggest that for the purpose of calculation of Revenue Share, "Net Revenue" shall be considered, instead of Revenue from all sources earned. "Net Revenue" can be defined as "Revenue from display of advertisements earned by the Licensee from the Advertising Rights under this RFP". It shall exclude any production charges for the display".	"Revenue" shall mean the revenue generated from commercial utilization of the space allocated to the Licensee under the Concession Agreement and shall include the gross display amount billed by the Licensee exclusive of GST to its clients/advertisers minus the following, cumulatively called: Deductions: i) "Discounts": Discounts, rebates, volume discount granted to the advertising clients and agencies in the normal course of business. ii) "Credit Notes": The credit notes issued by the Licensee to its clients. Please note that production cost is not classified as gross display income and hence not included in the gross revenue itself. Only legitimate credit note within the scope of the contract will be permissible. The Licensee shall get the volume discounts approved from the competent authority at MMOCL.
3	Clause 11.4, Page 62	Dispute resolution	We suggest that the dispute between the parties should be resolved by Sole Arbitrator appointed by mutual consent of both the parties. The Arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996. The venue of Arbitration can be Mumbai and the cost of arbitration to be shared equally by the parties.	The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. Venue of arbitration shall be Mumbai.
4	Clause 10.5.7, Page 49	All applicable taxes and statutory levies including municipal advertisement levies in relation to the implementation of the advertisement rights shall be borne by the Licensee.	We suggest all applicable taxes and statutory levies including municipal advertisement levies in relation to the implementation of the advertisement rights shall be borne by the Authority.	Tender conditions prevail.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
5	Clause 10.5.8, Page 49	All required approvals, permits, no objection certificates, insurances, etc. shall be obtained by the Licensee the Authority shall facilitate where required and feasible.	We suggest all required approvals, permits, no objection certificates, etc. shall be obtained by the Authority and provided to the Licensee.	Tender conditions prevail.
6	Clause 9, Page 39	A new tender shall be issued for the additional trains and the Licensee shall have Right of First Refusal to match the highest bidder in case bid submitted by Licensee is within 10% of the Highest Bid.	We suggest it shall be automatically given to existing Licensee on appropriate basis. Otherwise, the Licensee shall have unconditional Rights of First Refusal for additional trains. Also, the Licensee shall be given the Rights of First Refusal for all connected lines /extensions including but not limited to Line 2A, 2B and 7, 7 A and 9.	Train advertising rights is hereby carved out into separate package. Any additional coaches introduced on Line 2A and 7 and its future extensions namely 2B, 7A, 9 will be included in the same train advertising rights package / contract to maintain exclusivity for the said lines. Such addition of coaches will have to be compulsorily taken over by the Licensee as a part of the same train advertising contract with pro-rata adjustment to the MG. This applies only to the train advertising package (train wrap + inside train).
7	Clause 9, Page 39	50 sqft of floor area shall be available for promotions and activations This shall be made available on request by the Licensee depending on space availability at the respective stations at the time.	We suggest that retail transactions shall be allowed at this floor area. Also, we suggest that limit of 50 sqft for floor area shall be omitted and it can be based on space availability at respective stations at the time, within themaximum allowed space at that station.	Currently, 50 sq ft. area will be permitted based on the request by the Licensee. The Licensee, however, may seek permission to allow for more space and the MMOCL shall approve on a case-to-case basis. Retail transactions shall not be permitted.
8	Clause 10.8.3, Page 53	If at any time during the License Period, any authority duly empowered or authorized by the Authority, requests for any reason fabrication, repair of structures, removal of the advertisement fixtures, the Licensee, on prior intimation from the Authority, shall repair or remove the advertisement fixtures displayed at their own expense forthwith.	We suggest that if any advertisement fixture has been removed at the instance or request of the Authority, then the Authority should compensate the Licensee for the cost incurred by the Licensee in such removal. Additionally, the Authority shall reduce the License Fee on appropriate basis in case media fixturesare removed on request of the Authority.	Tender conditions prevail.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
9	Clause 10.10.6, Page 55	The Licensee shall be wholly responsible for compensation or damages in case of damage to any property, lives of the person of Authority or public due to display of the illuminated advertisement fixtures including electric shock and fire due to short circuit, etc. In such cases, the amount of compensation assessed by the Authority shall be final and binding on the Licensee.	We suggest that Licensee shall not be responsible for compensation or damages, if such damage is beyond its control. Also, the quantum of damage shall be assessed by a third independent party.	Tender conditions prevail.
10	Clause 9, Page 38	90 days prior to Commissioning of Metro for installation of fixtures no License Fee payable for this period	We suggest that mentioned Pre-commencement period/ License fee free period of 90 days shall commence from the later of the two dates - 'Date of handover of site' and 'Media plan approval' by the Authority.	Pre-commencement period shall be 90 days from the date of handover of site. Also, to expedite the things, the Authority may grant conditional approval along with its comment on media plan such that Licensee can proceed with the fabrication works for the approved component of the media plan.
11	Clause 10.2.3, Page 58	Payment of stamp duty for execution of License Agreement shall be borne by Licensee post adjudication.	Kindly provide the details of stamp duty charges. What is the applicable rate and on what amount it will be charged? We suggest that cost of stamp duty shall be shared equally by Licensee and the Authority.	Provisions as per the Maharashtra Stamp Act shall apply. Stamp duty compliance and payment shall solely be the responsibility of the Licensee.
12	Clause 10.2.7e, Page 59	The uninstallation should be initiated 1 month prior to the end of the License Period such that the above process is completed by the time License Period ends.	We suggest that the Licensee should be given License fee free period of 30 days after completion of the License period for removal of advertisement fixtures.	Tender conditions prevail.
13	Clause 32 of DLA, Page 6	The Licensee will not ask for any claim or compensation from the Licensor if advertisements are not permitted due to local laws/ civil authorities.	We suggest that the Licensee be given proportionate relief in License Fee if advertisements are not permitted due to local laws/ civil authorities.	Tender conditions prevail.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
14	Indicative media fixtures, Page 26	The sliding panels shall be reserved for use by the Authority while the fixed panels shall be available to the Licensee under this RFP.	We suggest that sliding panels shall be available to the Licensee for advertisement. In case it shall be reserved for use by the authority, the Authority shall not use these panels for any commercial advertisement, which may jeopardize the exclusivity of the Licensee.	Yes, the sliding panels reserved for the Authority shall not be used for any commercial purposes.
15	Overall Inventory Offered, Page 40	Maximum 500 sqm of space is available to the Licensee at each station, and maximum 750 sqm of space is available at the interchange stations and the stations where Branding Rights may be awarded by the Licensee.	How much space shall be available to the Licensee at stations where Branding Rights will be awarded by the Authority?	The maximum media space that can be utilized for Branding and OOH put together is 750sqm. 300 sqm is earmarked for Naming and Branding rights at some stations where it will be directly awarded by the Authority, the rest of the space of 450 sqm is available to the OOH Licensee at these stations. To further clarify, stations where the Authority does not award the Branding and Naming rights, the entire 750 sqm will be available to the Licensee for OOH advertising within which the Licensee can pursue station Naming and Branding rights as well.
16	Inventory Offered at Trains, Page 39	Train wraps and inside train inventory on all 44 trains running on Metro Line 2 A and 7	Will promotions and activations be allowed inside trains? Will trains announcements (audio) be allowed inside trains?	Promotions and activations are not permitted inside the trains. Audio train announcements shall be permissible only for the station branding and naming rights.
17	Page No 38	Key Commercial Terms	Construction Period of 90 Day's to be started after all the documentations are completed, Permissions are granted and Media Approval.	Refer to S.No. 10 above
18	Page No 39	Branding Right at Stations	Need Clarity on the same as already earlier 1 tender has been floated for the same	Refer to S.No. 1 above
19	Page No 41	Revenue Share	How will be the revenue generated will be calculated, as there are many other elements where the site is booked and the revenue is Zero	The Licensee shall have to set-up a transparent booking system with an appropriate interface, access for which will be given to the Authority. If the inventory has no revenue, the same shall be logged in appropriately in the system. The Licensee shall be required to take requisite permission from MMOCL for booking zero revenue displays.
20	Page No 39	Branding Right at Stations	Earlier Tender mentioned that 300 Sq m inside station will allotted along with Branding station rights; which are the area will be allotted?	Branding rights area layout is enclosed.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
21	Page No 9	Tender Summary	Can the Last Submission date be postponed; which will help to us understand more and BID Accordingly	In case of any extension, the bidders shall be duly notified by an addendum on the E-Tendering Portal of MMRDA. The Authority shall give three weeks for submission of bids from the issue of the last addendum.
22	NA	Miscellaneous	Can the outside Pillar and Portal's area in the same RFP to get the complete exclusive rights.	MMOCL intends to issue a separate tender for advertisements of piers and portals at a later date subject to regulatory approvals.
23	Clause 9	Pre-Commencement Period	The same may please be considered to be extended to 180 days minimum with no license fee payable during this period. The 90 days Pre-Commencement Period is too short to design, procure, fabricate and install the advertising media as such considering the logistical delays due to COVID19 and the uncertainties surrounding it.	Refer to S.No. 10 above.
24	Clause 9	Minimum Guarantee (MG)	We request the financial bid to be based on Revenue share only with no MG considering the current level of uncertainty and huge impact on out of home (OOH) advertising. Also, during such uncertainties, the Licensee will be making a considerable capital investment on media assets.	Tender conditions prevail.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
25	Clause 9	Revenue Share	<p>As stated in the RFP Revenue share is calculated on the gross revenue from all sources earned by the Licensee. It is requested that for the purpose of calculation of the Revenue Share, the Net Advertising Revenue may be considered instead which may be defined as:</p> <p>Net advertising revenue is the gross display amount billed by the Licensee to its clients minus of the following:</p> <ol style="list-style-type: none"> 1) Agency commission, discount and rebate granted to advertising clients and agencies; 2) All applicable taxes imposed by MCGM, MMRDA or any other relevant Government authority for Exterior Advertising fixtures (in case it is levied); 3) Revenue generated from production of advertising material 4) Electricity Charges. 	Refer to S.No. 2 above
26	Clause 10.8.3	Relocation/removal of Assets	<p>It is requested that the article 10.8.3 be amended by providing a cap on number of assets that can be relocated in one year at 2% with alternate locations of equal advertising value been provided for relocation. Relocation cost of assets above the 2% limit should be borne by the Authority. We request this clause to be amended as the media plan will be shared with authorities for approval prior to installation and relocation of assets periodically is a huge cost to the Licensee.</p>	<p>Post approval of the media plan, if the Authority requires the Licensee to relocate more than 5% of the units installed in the first year and 2% thereafter, the Authority shall bear such cost of relocation above these mentioned threshold. It is further clarified that relocation costs should be reasonable costs paid to the installation personnel for uninstillation and re-installation of the said units and shall not include the cost of the fixtures itself and anyother corporate cost.</p>

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
27	Clause 10.5.8 Clause 33 of the Draft License Agreement	Procurement of Permission	Kindly specify what permissions are required to be taken for advertising for inside stations and trains and from which Authorities. It is requested that the said permissions may please be taken up by MMOCL prior to Award of the Contract to ensure a single window approval for the Licensee.	For advertisement rights under this tender, MMOCL has the jurisdiction to award the same and no additional regulatory approvals is required in our view. However, the bidders are required to do their own due diligence to understand applicable regulations for their line of business.
28	Clause 11.4	Dispute Resolution	It is requested that Dispute Resolution may please be in line with the Arbitration & Conciliation Act, wherein a panel of 3 Arbitrators are required wherein 1 arbitrator is to be chosen by each Party and the 3rd Arbitrator is to be appointed by the two arbitrators chosen by the Parties. It is imperative to provide a balanced Dispute Resolution mechanism.	Refer to S.No. 3 above
29	Clause-9 key Commercial Terms	Overall Inventory Offered	Under the said clause it is stated that licensee may have rights to the space approved as per media plan from time to time and not for the overall space available at the metro station. Kindly confirm that the space not utilised by the Licensee cannot be attributed to any third party for advertising. It is therefore requested that amendments be done to exclude the advertising/ sponsoring/ naming/ commercial communication for the unutilised space by the Authority. Furthermore, the pillars and portal (Exterior Advertising) expected to be launched at a later date to be included in the scope of this RFP to provide complete exclusivity to the licensee for the particular line.	This is an exclusive advertisement license. MMOCL does not intend to give out any space for any other advertisement purposes except for station branding rights, branding signs of vendors at the station like retail, F&B, etc., advertisements through wi-fi. Please refer to sections 10.1 and 10.4 of the RFP. MMOCL intends to issue a separate tender for advertisements of piers and portals at a later date subject to regulatory approvals.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
30	Clause-9 key Commercial Terms	Packages	Kindly confirm that Package 1 does not include train advertising and also confirm that all future train additions will form part of Package-2 only. Request you to kindly clarify on how the Authority would decide to evaluate a financial bid for eg: Package 2 compared to financial bid for complete Package 3 wherein the bidder is not required to bid for Package 2.	Refer to S.No. 6 above. Refer revised financial bid excel for breakup of packages. All-inclusive package will be awarded if it is higher than the sum of individual packages 1, 2 and 3.
31	Clause-9 key Commercial Terms	License Period	We request you to consider extending the License Period to 20 years to allow Licensee to invest in quality assets and be able to make this a sustainable project. Also due to the current COVID19 situation it will be years before outdoor advertising returns to the pre-covid19 levels.	Tender conditions prevail.
32	Notice Inviting Bids/Page 3	Postponement of last date of submission	Since the scope of the project is huge it is requested that the last date of submission of the RFP may please be extended by at least 1 month to allow for thorough assessment of the same.	Refer to S.No. 21 above.
33	Clause 10.2.5 & 10.6.1		Please specify the electricity utility charges to be levied and further kindly clarify whether electricity to all media installed will be provided through one-meter box connection for each station.	Electricity charges will be as per the tariff & applicable taxes notified by the electricity distribution companies at commercial rates. The electricity shall be provided through separate metered connection per station. MMOCL will recommend the meters to be installed which will have to be procured and installed by the licensee at their own cost.
34	Clause 5.5	Estimated Daily Ridership	Request you to please share the Estimated Daily ridership for year 2021, year 2031 and Year 2036 for both Line 2A & Line 7.	Ridership for forecasted years is published in the clause 5.5.1 of the RFP.
35	Clause 5.1.4	Project Schedule	Could you please confirm the expected operational Dates of all Extension lines i.e. line 2B and 7A and Line 9.	Line 2B is expected to be commissioned in 2023-24 while line 7A and 9 are in early stages of development
36	Annexure-5 of the Draft License Agreement	List of Banks	It is requested that Standard Chartered and Societe General Bank may please be included in the list of banks provided as these are also scheduled commercial banks.	Any bank which features in the approved scheduled commercial bank list by the RBI is permissible.

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37		IP Rights	Can you please confirm that the selected bidder would own all rights towards the invested/installed media including the IP rights?	The Metro Authority shall not claim any IP rights associated with the invested/installed media and associated technology.
38	Key terms Page No. 44	Financial Eligibility Criteria - minimum average turnover of Rs.100 crore in preceding three financial year	<p>The 100 crore criteria set for tender seems restrictive for competition.</p> <p>As per the pre-bid meeting it was said MMOCL aim is to maximize the revenue.</p> <p>But there are max two to three players that qualify for the turnover criteria. This may result in cartelization.</p> <p>If you see mathematically the revenue is related to operations which is starting phase-wise. Moreover, the revenue expected would be not more than 10-15 crore for both the packages for first year.</p> <p>Therefore, to get optimal revenue metro authorities and also not allow any inexperienced player to come in should not be more than 50 crore on higher side.</p> <p>Therefore, it is requested to reduce turnover criteria to 50 crore max.</p>	Tender conditions prevail.
39	Key terms Page No. 38	Pre- commencement period	We would request you to give the Construction period of 180 days	Refer to S.No. 10 above
40	Key terms Page No. 41	Revenue Share	Revenue share should be exclusive of printing and mounting cost.	Refer to S.No. 2 above

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / Feedback / Comments	MMMOCL's Response / Revised Clause
41		Additional query	1. can we have a visit at station for feasibility 2. Also allow JV in the tender.	Site visits are permitted. Bidders may send site visit requests via email specifying the date of visit and names and designation of visitors. JV/Consortium of a maximum of two members is permitted. In the event JV/Consortium wins any of the packages, it will have to form an SPV with the same shareholding as submitted in the Joint Bidding Agreement at the time of bid.
42	Key Terms Page .no44	Financial Eligibility Criteria minimum average of Rs.100 Crore in preceding 3 financial years	The 100 cr criteria set for Tender seems restrictive for competition. As per the pre-bid meeting it was said MMOCL aim is to maximize the revenue. But there are max 2 to 3 players that qualify for the turnover criteria this may result in cartelization. If you see mathematically the revenue is related to operations which is starting phase wise. Moreover, the revenue expected would not be more than 10-15 Cr for both the packages for 1st year. Therefore, to get optimal revenue metro authorities and also not allow any in experience player to come in should not be more than 50 crores on higher side.	Refer to S.No. 38 above
43	Key terms Page no.41	Revenue Share	Revenue share should be exclusive of Printing & Mounting cost	Refer to S.No. 2 above
44		Additional Query	1. Can we have a visit at station for feasibility. 2. Also Allow JV in the Tender	Refer to S.No. 41 above
45	Key Commercial Terms Pg 40	Maximum 500 sqm of space is available to the Licensee at each station, and maximum 750 sqm of space is available at the interchange stations and the stations where Branding Rights may be awarded by the Licensee.	Request the authority to make all stations as 750 sqm to avoid confusion on which is considered as an interchange station and due to the possibility of some stations later becoming branding right stations.	Approved. Maximum 750 sqm of space is available to the Licensee at all stations including space for station branding rights, if any.

For any additional information and assistance for uploading or downloading the e-Tender, please contact MMRDA's e-tendering service desk at: etenderhelp@mailmmrda.maharashtra.gov.in, 022-26597445, 8169465656, 8879656009

July 23, 2021
Mumbai

Sd/-
Director (Finance)
MMMOCL

DISCLAIMER

All information provided as a part of this corrigendum to Request for Proposal (RFP) to the prospective Bidding Entities by Maha Mumbai Metro Operation Corporation Limited (MMMOCL) is subject to the terms and conditions as laid down in the RFP. The objective of this Addendum to RFP is to provide information to the interested entities and to facilitate their application for the same. MMOCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMOCL may, at their absolute discretion, and without being under any obligation to do so, publish further addenda to this RFP document or terminate the same.

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED
(A Government of Maharashtra PSU)
NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051
<https://www.mmmoocl.co.in>

Addendum No. 01 (Revised clauses of the RFP)
Addendum to the e-tender Ref. No. MMRDA/MMMOCL-0002526
LICENSING OF ADVERTISING RIGHTS AT MUMBAI METRO LINE 2A & 7 STATIONS & TRAIN

SN	CLAUSE NO	PAGE NO	EXISTING TENDER CLAUSE	MODIFIED TENDER CLAUSE
1	Clause 7	Page 28	The train configuration of 6 car formation is 1 End Car + 1 Middle Car + 1 End Car	The train configuration is corrected to 6 car formations: 1 End Car + 4 Middle Car + 1 End Car (this may be changed to a 8-car configuration in the future)
2	Clause 9	Page 38	All advertisement relating to this License shall be booked through an online booking system to which the Authority shall have viewing rights	The Licensee shall have to set-up a transparent booking system with an appropriate interface, access for which will be given to the Authority. If the inventory has no revenue, the same shall be logged in appropriately in the system. The Licensee shall be required to take requisite permission from MMMOCL for booking zero revenue displays.
3	Clause 9	Page 38	90 days prior to Commissioning of Metro for installation of fixtures	Pre-commencement period shall be 90 days from the date of handover of site. Also, to expedite the things, the Authority may grant conditional approval along with its comment on media plan such that Licensee can proceed with the fabrication works for the approved component of the media plan.
4	Clause 9	Page 39	The Authority is in the process of awarding branding rights at selected stations.	The following is added to the existing clause – “Branding rights area layout is enclosed.”
5	Clause 9	Page 39	A new tender shall be issued for the additional trains and the Licensee shall have Right of First Refusal to match the highest bidder in case bid submitted by Licensee is within 10% of the Highest Bid.	Train advertising rights is carved out into separate package. Any additional coaches introduced on Line 2A and 7 and its future extensions namely 2B, 7A, 9 shall be included in the same train advertisement rights and MG shall be adjusted pro-rata on the basis of number of coaches added. For the lines other than the ones mentioned above a separate tender shall be floated without any provision of ROFR to the existing licensee. This applies only to the train advertising package (train wrap + inside train).

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SN	CLAUSE NO	PAGE NO	EXISTING TENDER CLAUSE	MODIFIED TENDER CLAUSE
6	Clause 9	Page 40	Maximum 500 sqm of space is available to the Licensee at each station, and maximum 750 sqm of space is available at the interchange stations and the stations where Branding Rights may be awarded by the Licensee.	Maximum 750 sqm of space is available to the Licensee at all stations including space for station naming and branding rights, if any.
7	Clause 9	Page 41	Revenue Share: For the purposes of calculation of Revenue Share, Gross Revenue from all sources earned by the Licensee from the Advertising Rights under this RFP shall be considered.	<p>“Revenue” shall mean the revenue generated from commercial utilization of the space allocated to the Licensee under the Concession Agreement and shall include the gross display amount billed by the Licensee exclusive of GST to its clients/advertisers minus the following, cumulatively called:</p> <p>Deductions:</p> <p>i) “Discounts”: Discounts, rebates, volume discount granted to the advertising clients and agencies in the normal course of business.</p> <p>ii) “Credit Notes”: The credit notes issued by the Licensee to its clients.</p> <p>Please note that production cost is not classified as gross display income and hence not included in the gross revenue itself.</p> <p>Only legitimate credit note within the scope of the contract will be permissible.</p> <p>The Licensee shall get the volume discounts approved from the competent authority at MMMOCL.</p>

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SN	CLAUSE NO	PAGE NO	EXISTING TENDER CLAUSE	MODIFIED TENDER CLAUSE
8	Clause 9	Page 44	Consortium or JV not permitted	JV/Consortium of a maximum of two members is permitted. In the event JV/Consortium wins any of the packages, it will have to form an SPV with the same shareholding as submitted in the Joint Bidding Agreement at the time of bid.
9	Clause 10.8.3	Page 53	If at any time during the License Period, any authority duly empowered or authorized by the Authority, requests for any reason fabrication, repair of structures, removal of the advertisement fixtures, the Licensee, on prior intimation from the Authority, shall repair or remove the advertisement fixtures displayed at their own expense forth with	Post approval of the media plan, if the Authority requires the Licensee to relocate more than 5% of the units installed in the first year and 2% thereafter, the Authority shall bear such cost of relocation above these mentioned threshold. It is further clarified that relocation costs should be reasonable costs paid to the installation personnel for uninstallation and re-installation of the said units and shall not include the cost of the fixtures itself and any other corporate cost.
10	Clause 11.4	Page 62	If the Licensee is still not satisfied with the resolution, then legal action may be initiated where courts of Mumbai shall have the exclusive jurisdiction.	The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. Venue of the arbitration shall be Mumbai.
11	Annexure-5 of the Draft License Agreement	Page 100	List of Banks	Any bank which features in the approved scheduled commercial bank list by the RBI is permissible.

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Date: July 23, 2021,

Place: Mumbai

Sd/-
Director (Finance)
MMMOCL

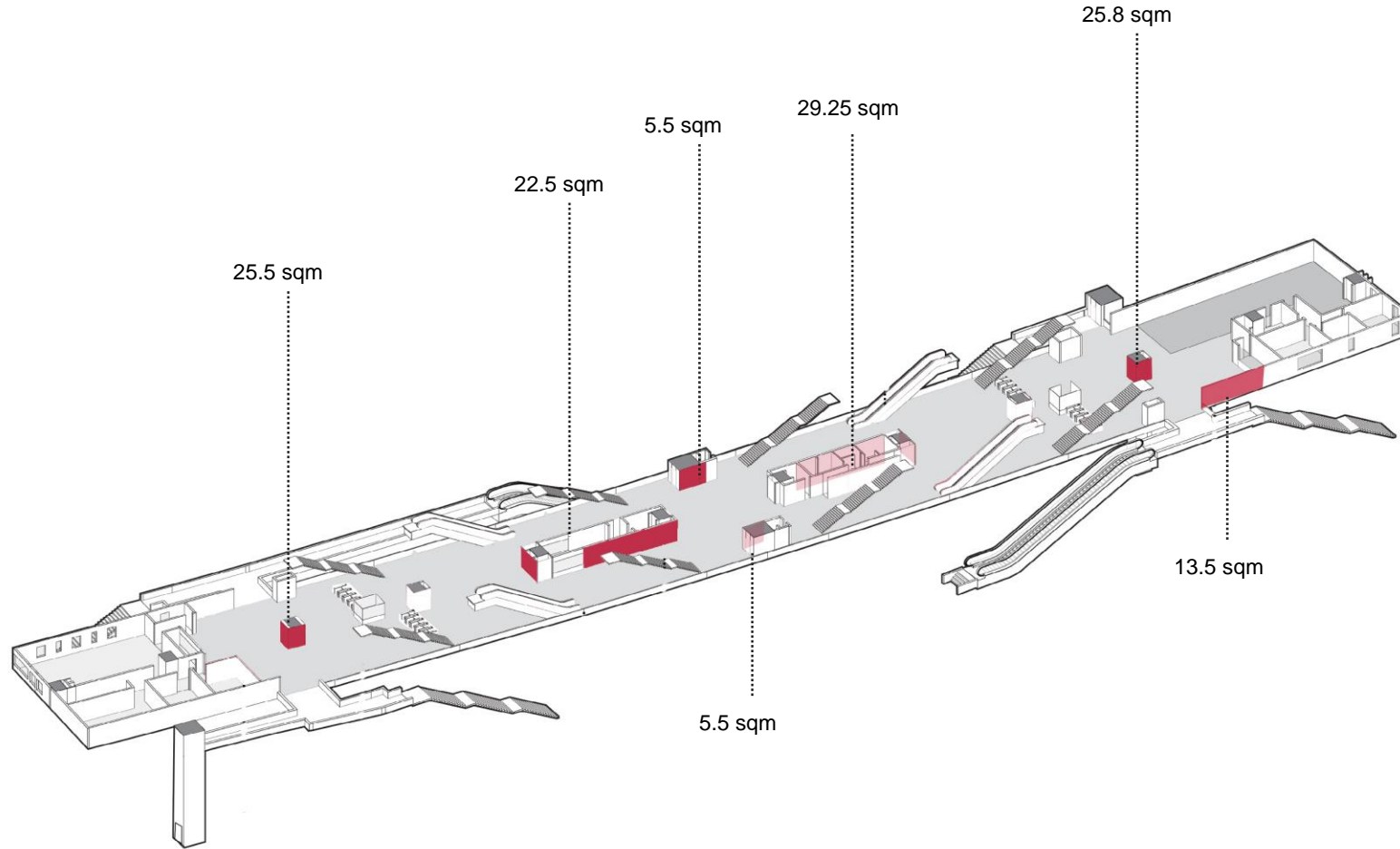
DISCLAIMER


All information provided as a part of this corrigendum to Request for Proposal (RFP) to the prospective Bidding Entities by Maha Mumbai Metro Operation Corporation Limited (MMMOCL) is subject to the terms and conditions as laid down in the RFP. The objective of this Addendum to RFP is to provide information to the interested entities and to facilitate their application for the same. MMOCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMOCL may, at their absolute discretion, and without being under any obligation to do so, publish further addenda to this RFP document or terminate the same.

TOTAL AREA FOR BRANDING AT CONCOURSE LEVEL

128 sqm

LINE 2A CONCOURSE LEVEL BRANDING LOCATION



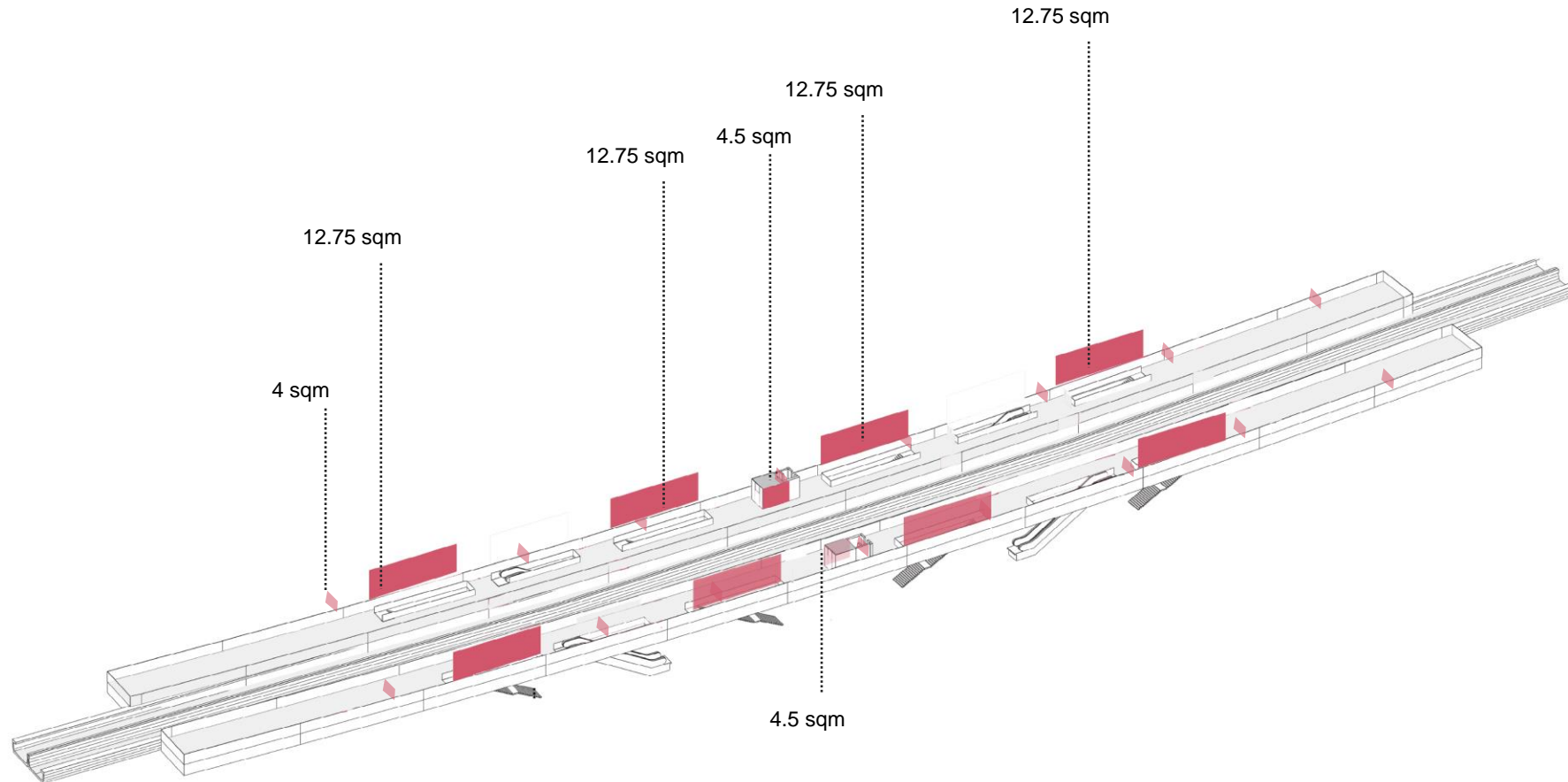
 Branding locations



TOTAL AREA FOR BRANDING AT PLATFORM LEVEL

167 sqm

LINE 2A PLATFORM LEVEL BRANDING LOCATION

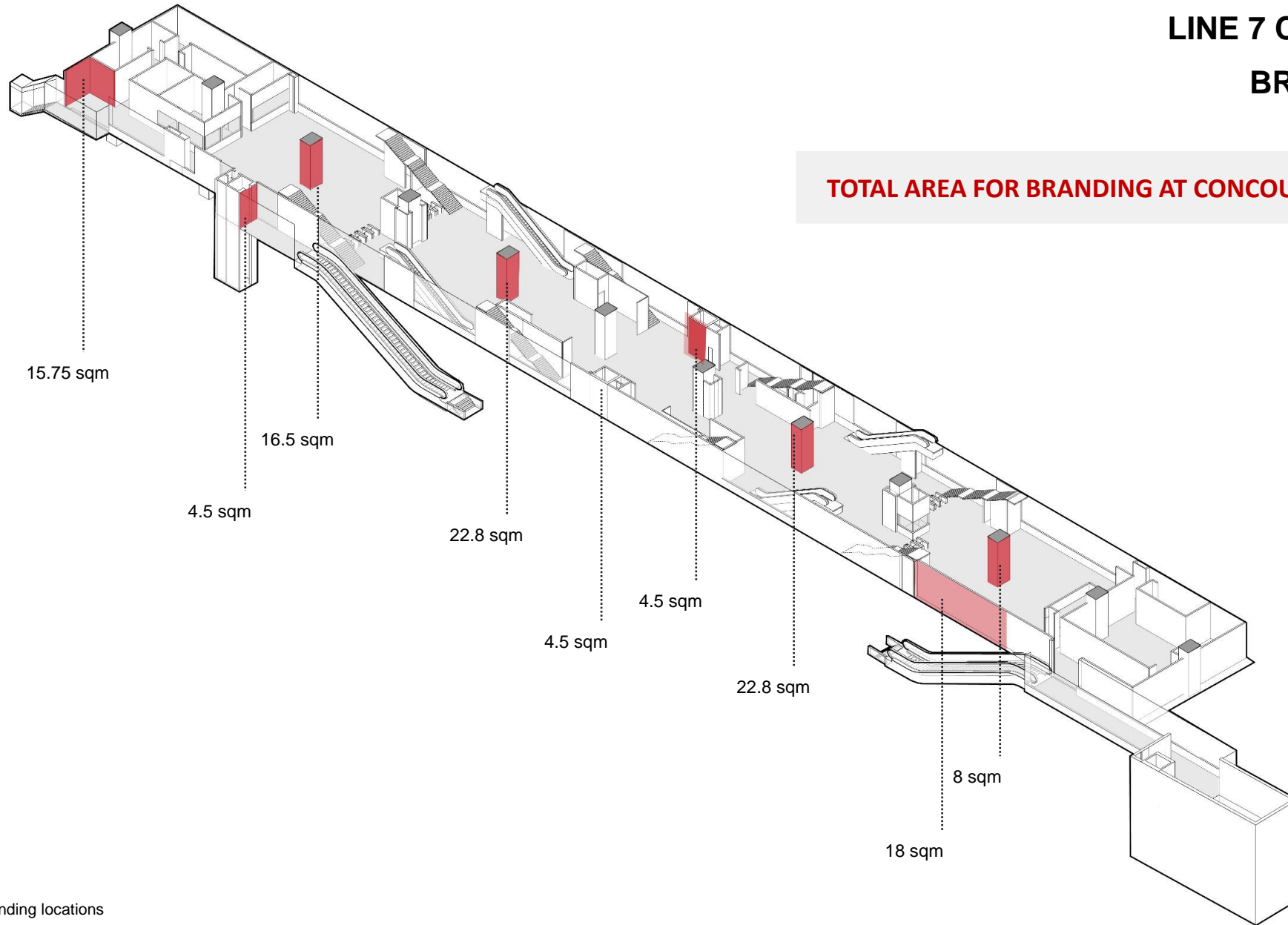


 Branding locations

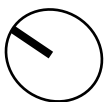


LINE 7 CONCOURSE LEVEL BRANDING LOCATION

TOTAL AREA FOR BRANDING AT CONCOURSE LEVEL 128 sqm



 Branding locations



MAHA MUMBAI METRO OPERATION CORPORATION LIMITED

(A Government of Maharashtra PSU)

4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051

<https://www.mmmocl.co.in>**Corrigendum No. 01 (Revised Schedule)**Corrigendum to e-Tender No. MMRDA/MMMOCL/0002526
for OOH Advertising Rights at Mumbai Metro Line 2A & 7 Stations

Sr No	Department Schedule	Bidder Schedule	Start Date and Time	Revised Start Date and Time	End Date and Time	Revised End Date and Time
1	Tender Authorization and Publishing		28-Jun-2021 12:53 PM	-----	28-Jun-2021 02:14 PM	-----
2		Tender Document Download	28-Jun-2021 02:15 PM	-----	29-Jul-2021 05:00 PM	07-Sep-2021 05:00 PM
3		Bid Preparation and Submission	28-Jun-2021 02:15 PM	-----	29-Jul-2021 05:00 PM	07-Sep-2021 05:00 PM
4	Tender Closing		29-Jul-2021 05:01 PM	07-Sep-2021 05:01 PM	29-Jul-2021 06:00 PM	07-Sep-2021 06:00 PM
5		Online Control Transfer of Bid	29-Jul-2021 06:01 PM	07-Sep-2021 06:01 PM	30-Jul-2021 05:00 PM	08-Sep-2021 05:00 PM
6	Opening Envelope A - Tender Fees, EMD		02-Aug-2021 11:30 AM	09-Sep-2021 11:30 AM	02-Aug-2021 06:00 PM	09-Sep-2021 06:00 PM
7	Opening Envelope B - Technical Bid		02-Aug-2021 11:30 AM	09-Sep-2021 11:30 AM	02-Aug-2021 06:00 PM	09-Sep-2021 06:00 PM
8	Opening Envelope C - Financial Bid		02-Aug-2021 11:30 AM	To be published later	02-Aug-2021 06:00 PM	To be published later
9	Tender Award		To be published later	To be published later	To be published later	To be published later

For any assistance for uploading or downloading the e-Tender, please contact MMRDA's e-tendering service desk at etenderhelp@mailmmrda.maharashtra.gov.in or 022-26597445.

Date: 23-Jul-2021

Place: Mumbai

Sd/-
Director (Finance)
MMMOCL