

REPLIES TO PRE-BID QUERIES

S/N	Bidders Name	Query	DMRC's Response
1	M/s Spirit Infrastructure	As per Clause 4.24(c), you have said that DMRC shall provide as build drawings. DMRC shall ensure that before handover as build drawings for 1. HVAC, 2. Electrical, 3. Fire Alarm & detection including its routing till main FACP of DMRC. Loopwise detail is also required and all the details required for integration with DMRC system should be shared.	As build CAD drawings of HVAC, Electrical & Fire Alarm will be provided to successful bidder
2		In case the License Agreement is not signed within 30 days of handing over the Moratorium Period should be extended proportionately as we shall not be able to sub license in absence of clear title.	Till such time the License Agreement is signed, the terms & conditions of the tender / LOA shall be binding on both the parties. It will be suitably covered in LOA itself.
3		Since the last date of audit was 31st Oct 2015 and not taking the current Financial Balance Sheet for evaluation shall be incorrect as it may be unfair for bidders who have complied and filed their audited balance sheets vis-à-vis defaulters who have not filed the Balance Sheet even after 3 months of the due date. Therefore the audited Balance Sheet for last 3 years should be taken into account.	Clause No. 3.1 to 3.4 (Page-10) shall be applicable.
4		The area next to ticketing counter i.e. the first aid room and CISF room has been included in the tender. However, the space left for entry for platform level for DMRC commuters becomes around 5m which is insufficient to tackle the increasing crowd at the Airport Express Line. Therefore, atleast 125sqm area should be reduced from the area proposed in Annexure-1 under unpaid concourse level and shall be left open for movement area for DMRC's commuters.	In case of congestion, area of ticketing counter may be reduced by DMRC to facilitate passenger movement.
5		Stamp duty and registration charges should be borne equally amongst both the parties as per normal market picture.	Clause No. 3.29 (Page-55) of DLA shall be applicable. Bidders may quote their financial bids accordingly.
6		In Clause 4.17(c) –Deviation should only be necessary on approved Draft Sub License Agreement. DMRC's rights are being affected and not otherwise as each tenants agreement is a separate agreement with different terms and conditions.	Successful bidder may execute corresponding their sub-license agreement(s) with sub-licensee(s), but the scope/terms of the said sub-licensee agreement(s) shall be in concurrence with the terms & conditions as defined in the tender/LOA/license agreement.
7		DMRC is licensing this area as a complete built up area with separate power and HVAC for the space mentioned in Annexure-1 therefore it should be DMRC's responsibility to augment any enhancement of load at its own cost for making the area operational was 230KVA is insufficient for 1626 sqm. DMRC should provide minimum 500 KVA load for 1626sqm area.	Proposed areas are part of station unpaid/paid operational station air-conditioning areas and for these areas air-conditioning has to be taken from station air-conditioning. (Kindly refer Clause No. 2.1(a), Page 82-83). Load of same is not included in maximum available load. Hence, maximum load to be provided to successful bidder is 230 KVA. (Kindly refer Annexure IVA, Page-87). Any addition / up-gradation/ modification of existing electrical power system works to meet the electrical & enhanced air-conditioning requirements will have to be carried out by the licensee at their own cost. (Kindly refer Clause No. 1.1(f), Page-80).
8		It is not possible to surrender the plot in original state, we request DMRC to take a liberal view and delete this condition.	Clause No. 3.4 (Page-50) & 3.6 (Page -50-51) of DLA shall be applicable. This has been done as a part of standardization of contract conditions. Bidders may quote their financial bids accordingly.
9		Area should be handed over on carpet area basis i.e existing walls and columns should be deducted as DMRC has been tendering the other areas on carpet area basis and as the licensee may have to leave space for its own common areas and utilities/services	Clause No. 3.3 (Page-50) of DLA shall be applicable. This has been done as a part of standardization of contract conditions. Bidders may quote their financial bids accordingly.

10	First escalation should happen one year after the expiry of Moratorium Period and not from a fixed date and it should be 5% , every year.	Clause No. 3.15 (Page-52) & 3.25 (Page-53-54) shall be applicable. This has been done as a part of standardization of contract conditions. Bidders may quote their financial bids accordingly.
11	Clause 3.21 should be amended "The licensee within 15 days of receipt of formal advice from DMRC". Delete balance Clause?	Clause No. 3.21 (Page-52-53) shall be applicable.
12	Clause 3.23 cure notice should be 30 days not 15 days?	Clause No. 3.23 (Page-53) shall be applicable.
13	Please specify what all is covered under operational grounds for Clause 8.9?	Any activity related to Operation & Maintenance perceived by DMRC including expansion of the system and utilities thereof.
14	DMRC should take responsibility for helping us in obtaining Fire NOC if the same becomes difficult due to internal constraints of DMRC system designing?	Fire NOC of Shivaji Stadium is valid upto 16/02/18 and any change in class of fire NOC is to be processed & pursued by Licensee for approval of the statutory authority at their own cost. Any augmentation is to be carried out by the licensee as per Clause No. 3, Page- 84-85.
15	If augmentation is required for change/enhancement of any basic infrastructure utilities such as HVAC, Electrical, fire, plumbing, Sewerage, Drainage, Ventilation, Exhaust it shall be done by DMRC at its own cost since DMRC is giving the space in air conditioned building as an integrated part of an overall development envisaged by DMRC?	Proposed areas and services are on 'as is where is basis'. Any augmentation are to be carried out by Licensee as per Clause No. 1.1(f), 2.1(a), (f), (g) & (i) and Clause No. 3 (Page- 80-85).
16	DMRC should provide signages on the external as well as internal premises of the station on Free of cost basis?	Clause No. 11.5 (Page-73-74) shall be applicable.
17	DMRC should provide a separate BTU meter for running of HVAC as charging on per sqft basis is not justified and the cost is extremely high. Further, if there is any increase in the HVAC requirement the same should be done by DMRC at its own cost?	For air-conditioning availability, kindly refer Clause No. 2.1(a). For any increase in HVAC requirement / augmentation, licensee has to make their own arrangements in line with Clause No. 2.1(a)(iv), 2.1(f) & (g). (Page -82-83).
18	Please suggest whether existing sump has spare capacity for taking input of new toilets within the PB Area.	Proposal for construction of additional toilets is not feasible in proposed area. The existing public conveniences can only be utilized.
19	Please give AutoCAD drawing with clear P-Line to evaluate the areas.	Soft copy of drawings are available in pdf format.
20	In Clause 3.6 of New Delhi Metro Station DMRC has allowed the Mezzanine at Free of Cost, the same should be allowed at Shivaji Stadium as there should not be any disparity for areas at both the stations in whole as both these stations are located in Central Delhi.	Kindly refer Corrigendum / Addendum - 2.
21	Escalation should be 5% every year and shall start one year after expiry of the Moratorium period.	Same as S/N 10.
22	Security Deposit should be payable only in the form of Bank Guarantee and no Bank should be asked by DMRC since this amount is towards Performance Security Deposit and the same should not be treated as cash inflow by DMRC. Further, the 1st EMD should be adjusted against the first Recurring Deposit payable.	Clause No. 3.25 (Page-53-54) shall be applicable. This has been done as a part of standardization of contract conditions. Bidders may quote their financial bids accordingly. And, the EMD amount submitted by the successful bidder shall be adjusted against the first quarterly advance license fee.
23	Clause 4.12 states availability of water/ drainage as per Annexure-1. Kindly suggest if it is feasible to make additional toilets in the proposed area as they are a necessity.	Same as S/N-18.

24	It is understood that there is no common access to the public toilets available on concourse floor in unpaid area. Therefore you are requested to provide the route map for accessing the public toilets available on concourse floor.	Access is available through fire refuge corridor.
25	Moratorium Period should be minimum for 8 months from the date of handing over.	Clause No. 3.16 (Page-52) shall be applicable. This has been done as a part of standardization of contract conditions. Bidders may quote their financial bids accordingly.
26	Please modify clause 4.16 as the Licensee might not be able to complete the development within period of 180 days as per Clause 4.16	Kindly refer Corrigendum / Addendum - 1.
27	It is understood that the current HVAC load is insufficient for proper cooling of the already operational areas therefore DMRC should ensure adequate HVAC tonnage for this area separately so that sublicensee does not face any issue with respect to the same. It should be atleast averaging to 150 – 200 sqft/TR.	Same as S/N-17.
28	DMRC shall provide any augmentation in the basic infrastructure if required such as Fire Fighting Tank Underground Fire Pipelines, Pumps Augmentation as the PB area is part of Station Building. Licensee shall only augment internal premises. DMRC shall provide header for Fire with butterfly valve and flow switch close to the premises.	Same as S/N-15.
29	Will the Performance Security be charged/adjusted in case the variation in area at the time of handover exceeds +/- 10% ?	Yes. Please refer Clause No. 3.25 (Page-53-54) of DLA.
30	Is installation of DG Set allowed?	DG set installation is not permitted. Kindly refer Clause No. 1.2 (Page -80-81).
31	Since water is a basic requirement and food court and other such activities are not technically possible in this area. Therefore water should be charged on actual basis based on meter reading since the consumption of water shall be extremely low. Please provide cost break-up of Rs. 4.5 per sqm per month ensuring that it is not above the actual cost incurred since it is prohibited to put any mark up on basic services such as electricity and water and further the escalation should be restricted to actual increase in input cost.	Clause No. 3.18 shall be applicable (Page-52). Bidders may quote their financial bids accordingly.
32	Please clarify whether maintenance/replacement/ repair of all high side equipment and services in all areas except the low side services in PB area is under DMRC's scope?	Maintenance/replacement/ repair of all high side equipment and services will be carried out by DMRC. However, maintenance/replacement/ repair of all low side equipment such as energy meter, termination of cable in electrical panel, chilled water, return water, AHUs, dampers for air-conditioning area for licensee side and fire detectors & sprinklers for licensee side will have to be carried out by Licensee. Kindly refer Clause No. 4(d) at Page- 85-86.
33	One glass is broken; kindly replace it as it is in DMRC's area?	The glass shall be replaced by DMRC.
34	DMRC to ensure that the area handed over does not have any leakage/seepage issue and the same is rectified on permanent basis, if any by DMRC, before handing over the area especially area under the existing toilets at upper Mezzanine Floor?	There is no leakage noticed in the area since construction. The area is proposed to be licensed on 'as is where is basis'. DMRC will attend to seepage (if any).

M/s Ideas Ink

35	DMRC to treat the expansion joint coming inside/ around the area?	The seepage prone area has already been treated by DMRC.
36	DMRC should provide potable water supply and drainage for pantry etc. as it shall be required for any permitted usage granted by DMRC.	Only raw water supply shall be made available. The existing public conveniences can only be utilized. It may not be feasible to provide additional drainage.
37	Please provide some methodology for fresh air and exhaust as they are essential for basic running of the premises and for obtaining Fire NOC. It is also required in case of any additional AHU planned for the PB area alongwith the pressurization of corridor if any. Also provide smoke exhaust shaft in case additional smoke fan is required. Please provide smoke exhaust shaft incase additional smoke exhaust fan is required by DFS.	DMRC systems are designed to provide 10% fresh air during summer/rainy seasons & during winters 100% fresh air is available. For any addition / augmentation, kindly refer S/N-15.
38	Clause No. 3.1, chapter 3 on page 10, would like to request you to please reduce the eligibility criteria minimum annual average gross turnover of Rs. 9 cr to Rs. 5cr?	Clause No. 3.1 (Page-10) shall be applicable.
39	The site should be cleared and no cameras/machinery/equipment/counters/signages/ATM etc shall remain installed in the premises at the time of handing over.	ATM, AFC Gates, CCTV camera, speakers, clock & Flight Information Display System shall be removed from the licensed area before handing over.
40	Since there is no provision for fresh air exhaust, access to common toilets , restriction in using LPG/PNG/Gas bank/IGL, lack of availability of full electrical load and HVAC load, lack of drainage facility, lack of space for ETP. Is it feasible to run a food court from this premises, please specify Yes or No?	Usage of licensed space is to be decided by the licensee as per banned usage / negative list (Page-76). Bidders may quote their financial bids accordingly.
41	In case the issue raised in the prebid queries are not resolved/ replied satisfactorily then DMRC should give atleast two days to the bidders for seeking further clarification and solution for such issues before submission of bids.	As per NIT, last date of receiving queries from prospective bidders was 1730hrs on 29/01/2016. No further extension shall be granted.
42	Please provide us single point tapping with meter for arriving at the electricity consumption, HVAC Consumption, water Consumption. DMRC should raise bills on actual for the PB premises handed over.	For electricity, kindly refer Clause No. 1.4 & 1.5. (Page- 81-82). For air-conditioning, kindly refer 2.1 & 2.3 (Page - 82-84). And, for water single point tapping shall be provided with charges as per Clause No. 3.18 (Page-52).
43	DMRC supervision Fee Clause 1.1 (g) should be reduced to Rs. 25,000/- for the PB area under this tender?	Kindly refer Corrigendum / Addendum - 1.
44	Please provide the location from where DMRC shall provide electrical load to the successful bidder?	Available electrical load will be provided from panel at concourse area. Licensee has to make all further downstream arrangements.
45	Space should be provided for fresh air shaft in case of providing additional AHU's, Pressurization in case of fire and in normal conditions.	Same as S/N-15.
46	From Clause 1.1 (d), Pg 10; should be deleted as it is completely unjustified to change the Licensee for common area as the common area is being utilized for Passenger movement as well and DMRC is earning revenue from ticketing as well. Further if DMRC is reluctant to remove this clause then licensee should be at the liability to decide whether the common area lighting shall remain on or turned off irrespective of the train timings.	Kindly refer Corrigendum / Addendum - 2.