

DMRC Replies to Queries by Prospective Bidders for tender of Built up spaces at D21 Corporate Park.

S/N	Query	DMRC Response
1	<p>Concern regarding License Term: As per clause 6.1 at page 59 of the tender document, License Term for the tender is 21 yrs.</p> <p>Suggestion: We suggest to increase the License Term up-to 25 yrs</p>	<p>No change. Tenure of the license agreement shall be 21 years. Clause No. 6.1 [Page-59] of the Draft License Agreement shall be applicable.</p>
2	<p>Concern regarding Escalation of License Fee as well as the Interest Free Security Deposit: As per the Escalation Clause (clause 4.5 (d) at page 15 and clause 7.2 (b) at page 62) of tender document, "License Fee as well as Interest Free Security Deposit shall be Escalated by 20% (compounded basis) after completion of every 3 yrs".</p> <p>Suggestion: The present market scenario after demonetization is not favorable to the Real Estate Market, we suggest to revise the escalation as 10% (compounded basis) after every 3 yrs.</p>	<p>No change. License Fee & Interest Free Security Deposit shall be escalated 20% on compounding basis after completion of every 3 (three) years of license period. Clause No. 7.1(d) [Page-61] & 7.2(b)[Page-62] of the Draft License Agreement shall be applicable.</p>
3	<p>Concern regarding payment of Bid Security Amount (Rs. 11,00,000/-) and Interest Free Security Deposit Amount (equal to annual license fee): As per clause 7.2 (d) at page 62 of the tender document, the payment of Bid Security Amount (Rs. 11,00,000/-) shall be accepted only in the form of Demand Draft / Pay order, and the payment of Interest Free Security Deposit shall be accepted in various mode and the details are as follows:</p> <ul style="list-style-type: none"> o Up to 10 Lakhs : Accepted only in the form of Bank Draft / Pay Order. o Minimum 50% of remaining amount : Accepted in the form of Bank Draft. o Balance Amount : Accepted in the form of Bank Guarantee / Fixed Deposit. <p>Suggestion: We suggest you to accept all the payments in the form of Bank Guarantee or ratio for submission of BG should be increased.</p>	<p>No change. Bid Security / EMD shall be payable in form of Demand Draft / Pay Order only. Clause No. 2.3(c) [Page-7] of the Draft Bid Document shall be applicable. For Intrest Free Security Deposit, Clause No. 7.2(c) of the Draft License Agreement shall be applicable</p>
4	<p>Concern regarding charging the License Fee on "Super Area". As per clause 5.3 at page 58 of tender document, it has been mentioned that License Fee shall be charged on "Super Area".</p> <p>Suggestion: We suggest you to change the term "Super Area" as "Carpet Area".</p>	<p>Please refer Corrigendum/Addendum - 1.</p>

<p>5</p>	<p>Concern regarding Common AHU for the Area demarcated as "A1" in the Annexure-1.</p> <ul style="list-style-type: none"> • As per "clause 2.1 (a) at page 96 of the tender document, AHU for the Area A1 (270 Sqm) is common with another Office of DMRC (Area: 449 Sqm). • In continuation to this point, it has also been mentioned that Licensee shall install BTU Meter and Energy Meter to that AHU to measure the Chilled Water consumption and Energy Consumption for that AHU. • It has also been mentioned that DMRC shall charge 20% extra on the consumption of BTU Meter and Electrical as operation and maintenance of that AHU. <p>Suggestion: We suggest to make an arrangement of separate AHU for Area A1.</p>	<p>DMRC has not envisaged separate AHU due to combined supply duct and return system for both areas, 270 sqm and 449 sqm.</p> <p>However , if technically feasible, licensee may install their own AHU system along with separate supply and return duct in 270 sqm area on their own with all related costs shall be borne by Licensee. Modification required in existing air- conditioning system, i.e, ducting, civil works, etc. to maintain proper Air conditioning in adjacent office of 449 sqm is also to be carried out by Licensee with all associated cost to be borne by Licensee.</p>
<p>6</p>	<p>Concern regarding Air Conditioning facility for 3rd and Ground Floor Area.</p> <p>As per clause 2.1 (a) at page 92, and clause 2.1 (a) at page 102 of tender document, Air Conditioning Facility is not available at Ground and 3rd Floor Area.</p> <p>Also, as per the " Note" mentioned at page 103 in support of clause 2.3 (a) at the same page of the tender document, space for keeping the outdoor units of any VRV / Split A/c (if being installed for 3rd floor at the roof of 4th floor) shall be charged @ 50% of License Fee. Providing space to meet air conditioning facility at ground floor has not been considered.</p> <p>Suggestion: We suggest that either provide chilled water supply to 3rd floor and ground floor area or make a provision in the agreement to provide free space for keeping outdoor unit of split A/C or VRV (for both the floors) so as to commensurate with proper cooling of the area i.e. not exceeding 20 -25 meters.</p>	<p>No chilled water supply exists for Ground and 3rd floor. Licensee can install VRV system for the Ground and 3rd floor. Space for out door unit shall be provided as per technical feasibility only. No bar of 15m is acceptable. Charges for space for the outdoor unit shall be as per Clause No. 5.6 [Page-58] of the Draft License Agreement.</p>

7	<p>Concern related to integration of Fire Fighting Elements (Smoke Detectors and Sprinklers): As per clause 3 (a) at page 103 of tender document, Fire Fighting Elements are not available in A2 and A5 Area, and as per clause 4.1 (g) at page 56, "Fire Fighting Elements should be integrated with already provided Fire Fighting Systems/Panel at D21".</p> <p>Suggestion: We suggest to make an arrangement to provide water tapping for Sprinklers, and Fire Cable Connectivity to integrate Smoke Detectors, up-to the nearest corridor of all tendered area demarcated in Annexure-I at Page 87 of the tender document.</p>	<p>Singler tappng point for sprinklers and fire cable copnnectivity shall be provided.</p>
8	<p>Concern regarding Disposal of Solid Waste: As per clause 9.6 (d) at page 72 of the tender document, "Licensee shall make its own arrangement to dispose the Solid Wastes at designated MCD Site".</p> <p>Suggestion: As neither MCD has designated any site near the office building for dumping of daily solid wastes (garbage) nor DMRC has provided any dumping bins for onward disposal of daily solid waste (garbage), we suggest designating a site for daily disposal of solid wastes within the precinct</p>	<p>No change. Licensee to make their own arrangements for their own arrangements for solid waste disposal. Clause No. 9.6 (d) [Page-72] of Draft Licensee Agreement shall be applicable.</p>
9	<p>Concern regarding Free Visitor's Car Parking As per the terms of the referred tender, provision for Visitor's Car Parking is not available.</p> <p>Suggestion: As this building is a commercial building, DMRC should make a provision for Visitor's Car Parking.</p>	<p>Free Visitors' Parking is not available. For requirement of additional parking beyond 1ECS per 100sqm of handed over area, Please refer Corregendum/Addendum-1.</p>
10	<p>Concerns related to Telephone Connectivity: Telephone is a very basic necessity to facilitate smooth functioning of offices, and the same is not available at this building.</p> <p>Suggestion: We suggest to address this issue immediately.</p>	<p>Clause 9.6 (e) [Page-72] of the Draft License Agreement shall be aplicable</p>

11	<p>Concern regarding charges for Common Corridor Lighting: As per clause 1.1 (e) at page 94 of the tender document, Energy Consumption for common corridor lighting at 2nd floor has been considered as 210 KVAH/month.</p> <p>Suggestion: We suggest to remove the fixed charges for common corridor lighting and allow the licensee to shift the proportionate common corridor lights to its DB.</p>	<p>Licensee suggestion of shifting the proportionate common corridor lighting to their own DB is acceptable. However, 100% to remain 'ON' in working hours and 50 % to be remain 'ON' in non-working hours for properly visible access.</p>
12	<p>Concern regarding "No Water Supply at Ground and Third Floor Area": As per clause 9.6 (b) at page 72 of the tender document, Water Supply is available only at 2nd floor.</p> <p>Suggestion: We suggest to make a provision for adequate water supply to ground and 3rd floor also.</p>	<p>Single point tapping for water supply shall be provided at Ground & 3rd floor. However, extension of pipeline & other arrangements shall carried out by the licensee at their own cost.</p>
13	<p>Concern regarding Cost of Stamp Duty: As per clause 7.4 (b) at page 64 of the tender document, "Payment of Stamp Duty on execution & registration of license agreement to be borne by the successful bidder".</p> <p>Suggestion: We suggest to share the cost equally.</p>	<p>No change. Clause 7.4(b) [Page-64] of the Draft License Agreement shall be applicable.</p>
14	<p>Concern regarding renovation of existing utilities and facilities (if any) available in tendered space. As per the last line of clause 4.1 (c) at page 56 of the tender document, Licensee cannot renovate the existing utilities/facility (if any) falling under the tendered space.</p> <p>Suggestion: We suggest to allow the licensee to renovate/remove the existing utilities/facilities (if any) available in tendered space as per requirement.</p>	<p>Agreed. However, the dismantled accessories of existing DMRC installations (if any) needs to be handed over to DMRC. Renovation for the toilet utilities may be permitted with prior approval of DMRC, if feasible. The cost of all such renovations and alterations shall be borne solely by the licensee.</p>

15	<p>Concern regarding releasing the payment to DMRC without receiving any Invoice.</p> <p>As per clause 7.1 (h) at page 61 of the tender document, "The Licensee Agrees Voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC".</p> <p>Suggestion: As releasing a payment without receiving any invoice is not possible, this clause should be changed to release the due payment within 15 days from the date of receiving an invoice.</p>	No change. Clause 7.1(h) [Page-61] of the Draft License Agreement shall be applicable
16	<p>Concern regarding termination of License Agreement by DMRC On Operation Ground.</p> <p>As per clause 12.4 at page 80 of the tender document, the notice period given to the licensees is just 3 months if DMRC terminates the agreement On Operation Ground.</p> <p>Suggestion: Terms of notice period should be increased up-to 6 months.</p>	Agreed Kindly refer Corregendum / Addendum- 1
17	<p>Concern regarding supplying the chilled water only on working days.</p> <p>As per clause 2.1 (c) at page 97 of the tender document, chilled water shall be supplied only on working days.</p> <p>Suggestion: We suggest to supply the chilled water on all calendar day for period of 15th March to 15th November</p>	The clause is revised as " operating time of chillers is 0800 hrs to 2100 hrs for the period of 15th March to 15th November. Please refer Corrigendum/Addendum - 1.
18	<p>Concern regarding adding "ATM" under Annexure – 11 (the list of banned uses items):</p> <p>As per Annexure-11 (the list of usages banned) of the referred tender, ATM has been added to this list.</p> <p>Suggestion: As ATM doesn't cause any hazard, we suggest to lift the ban imposed on ATM.</p>	No change. List of Usages Banned / Negative list shall be as per Annexure-II [Page-88].