



Delhi Metro Rail Corporation Ltd.

A joint venture of Govt. of India and Govt. of Delhi

Licensing of Commercial Built-up and Bare Spaces at D-21 Corporate Park on Airport Express Line of DMRC through open e-tender.

(NIT No. 118A0003, May'2018)

Reply to Pre-Bid Queries

S.No.	Queries/ Comments Received	DMRC's Response/ Clarification
1	<p>Concerns regarding License Term: As per clause 4.4 (a) at page 14 of the tender document, License Terms are less than 25 yrs.</p> <p>Suggestion: We suggest to increase the License Terms up-to 25 yrs.</p>	<p>No change in tender conditions. The License Tenure shall be strictly as per the Clause No. 4.4 of Tender Document (refer Page No. 14 & 15).</p>
2	<p>Concern regarding Escalation of License Fee as well as the Interest Free Security Deposit: As per Clause 4.5 (d), and 4.6 (b) at page 16 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 is not favourable to the Real Estate Market, we suggest to revise the escalation as 15% (compounded basis) after every 3 yrs.</p>	<p>No change in tender conditions. The escalation in License Fee and Interest Free Security Deposit will be 20% (compounding basis) after completion of every 3 years as indicating in Clause No. 4.5 and Clause No. 4.6 of Tender document (refer Page No. 15 & 16).</p>

3	<p>Concern regarding 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"> • Up to 10 Lakhs: Accepted only in the form of Bank Draft / Pay Order. • Minimum 50% of remaining amount: Accepted in the form of Bank Draft. • 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 in tender condition. The Interest Free Security Deposit required to be submitted by Successful Bidder shall be strictly as per the Clause No. 7.2 of Draft License Agreement annexed at Annexure -12 of Tender Document (refer Page No. 67 & 68).</p>
4	<p>Concerns regarding charging the License Fee on “Super Area”: As per clause 7.1 (a) at page 66 of tender document, it has been mentioned that “Licensee shall pay the License Fee in advance in quarterly basis for actual “Super Area”.</p> <p>Suggestion: We suggest you to change the term “Super Area” as “Actual built up area”.</p>	<p>No change in tender condition. The charging of License Fee shall be strictly as per Clause No. 7.1 (a) of Draft License Agreement annexed at Annexure – 12 of Tender Document (refer Page No. 66).</p>
5	<p>Concern regarding Air Conditioning facility for Ground Floor, 3rd Floor and 4th Floor Area: As per clause 2.1 at page 98, clause 2.1 (a) at page 102, and clause 2.1 (a) at page 107 of tender document, Air Conditioning Facility is not available for Ground Floor, 3rd Floor, and 4th Floor Area.</p> <p>Also, as per the “Note” mentioned at page 103 in support of clause 2.2 (a), Area required for installation of outdoor units of any VRV / Split A/c (if being installed for Ground Floor, 3rd floor, and 4th Floor at the roof of 4th floor) shall be charged @ 100% of License Fee.</p> <p>Suggestion: We suggest to provide free space for keeping outdoor unit of split A/C or VRV so as to commensurate with proper cooling of the area i.e. not exceeding 20 -25 meters.</p>	<p>No change in tender condition. For meeting Air Conditioning and Electrical requirements, Successful Bidder shall be adhere the rules and guidelines as defined in Annexure –IV of Draft License Agreement annexed at Annexure -12 of Tender Document (refer Page No. 98 to 130).</p>

6	<p>Concern regarding Disposal of Solid Waste: As per clause 9.6 (d) at page 77 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 in tender condition. The disposal of solid waste shall be done by successful bidder strictly as per Clause No. 9.6 (d) of Draft License Agreement annexed at Annexure – 12 of Tender Document (refer Page No. 77).</p>
7	<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 to cop-up with the increased number of visitors subsequent to this tender.</p>	<p>No change in tender condition. Parking shall be provided strictly as per the Clause No. 4.10 (g) of Tender Document (refer Page No. 19).</p>
8	<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>No change in tender condition. As per Clause No. 4.10 (g) of Tender Document, it is responsibility of successful bidder to arrange telephone services. However, it is to inform that to facilitate licensees at D-21 Corporate Park, DMRC has already floated a tender to provide telephonic, data services etc.</p>
9	<p>Concerns related to Internet Connectivity: There is no clause / point regarding Internet facility in the building.</p> <p>Suggestion: As is the very basic requirement to run the business smoothly and there is no authorized ISP in this building to provided Internet facility, there should be a provision for providing Internet facility from authorized ISP to the building to ensure smooth functioning of business.</p>	<p>No change in tender condition. As per Clause No. 4.10 (g) of Tender Document, it is responsibility of successful bidder to arrange telephone services. However, it is to inform that to facilitate licensees at D-21 Corporate Park, DMRC has already floated a tender to provide telephonic, data services etc.</p>
10	<p>Concern regarding Cost of Stamp Duty: As per clause 4.9 (b) at page 17 of the tender document, “Payment of Stamp Duty on execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by successful bidder/licensee”.</p> <p>Suggestion: We suggestion to clarify whether registration is</p>	<p>Refer Addendum No.1.</p>

	compulsory required or not to enable us to take into consideration the probable cost likely to be incurred over it in order to make our financial evaluation accordingly.	
11	<p>Concern regarding Area for Fire Corridors between large plates at 3rd and 4th Floor: Area tendered under schedule III to Schedule VII are very large and so fire Corridors shall be required to build in each and every area to fulfil the requirement of fire norms.</p> <p>Suggestion: We suggest you to ensure that if any fire corridor is required to be built in future to meet the requirements of fire norms, the license fee of those particular areas shall be waived off.</p>	No change in tender condition. It is responsibility of successful bidder to develop the licensed scheduled space after adhering the all norms (refer Clause No. 4.1 of Tender Document, Page No. 12-13). License Fee shall be charged for super area licensed to successful bidder. Prospective bidder is advised to quote their quote after considering the aforementioned requirements.
12	<p>Concern regarding Area for Fire Hydrant Systems at 3rd and 4th Floor: As per clause 3 (d) at page 103 and 108, licensee shall be required to install hydrant systems at 3rd and 4th floor and integrate the same with existing hydrant line.</p> <p>Suggestion: We suggest you to ensure that if any area is required to be built up the fire hydrant system in order to meet the requirements of fire norms, the license fee of those particular areas should be waived off.</p>	No change in tender condition. It is responsibility of successful bidder to develop the licensed scheduled space after adhering the all norms (refer Clause No. 4.1 of Tender Document, Page No. 12-13). License Fee shall be charged for super area licensed to successful bidder. Prospective bidder is advised to quote their quote after considering the aforementioned requirements.
13	<p>Concern regarding Utility/Washroom area for 3rd and 4th Floor: There is only one washroom on 3rd floor and 4th Floor is completely a bare shell space.</p> <p>Suggestion: At least 1 another washroom shall be required on 3rd floor and 2 washrooms shall be required on 4th floor, which cannot be avoided. We suggest that the area so occupied by providing this utility should be waived off.</p>	No change in tender condition. Public toilets are available at 2 nd and 3 rd floor of D-21 Corporate Park. Moreover, sunken portion, water point, drainage point, plumbing shaft are available in the sufficient no. at the offered commercial spaces. Successful bidder has to develop the utilities/ washrooms at their own cost to meet their requirements. License Fee shall be charged for super area licensed to successful bidder. Prospective bidder is advised to quote their quote after considering the aforementioned requirements.
14	<p>Concern regarding releasing the payment to DMRC without receiving any Invoice: 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>	No change in tender condition. Clause No. 7.1 (h) of Draft License Agreement annexed at Annexure -12 of Tender Document (refer Page No. 66) regarding termination of license agreement on operations grounds shall remain unchanged.

	<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>	
15	<p>Concern regarding termination of License Agreement by DMRC “on Operational Ground”: As per clause 12.4 at page 85 of the tender document, the notice period given to the licensees is just 3 months if DMRC terminates the agreement On Operational Ground.</p> <p>Suggestion: Terms of notice period should be increased up-to 6 months</p>	<p>No change in tender condition. Clause No. 12.4 of Draft License Agreement annexed at Annexure -12 of Tender Document (refer Page No. 85) regarding termination of license agreement on operations grounds shall remain unchanged.</p>
16	<p>Concern regarding adding “ATM” under Annexure – 11 (the list of banned uses items): 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>	<p>No change in tender condition. Banned list as detailed in Annexure -11 of Tender Document is remained unchanged.</p>