

Pre - EOI Queries & Reply for Lifts & Escalators of DMRC Phase IV on Lease / Rent Basis					Date: 20.03.18	
S. No.	Section	Clause No	Page	Short Description as per Tender Document	Queries by Firms	Reply by DMRC
BIDDER - A						
1	ITA	A2.5	13	--	33 years seem to be a very long period for the life of Lifts and Escalators, particularly for the environment where footfall is expected to be quite high. Leasing life cycle for equipment such as ours is usually 8-10 years. We suggest the period be considered to be maximum 10 years. Even in best of operating environment (such as in Singapore), the period is 15 years. Please consider.	The contract period shall be 28 years (13 years initial contract period which included installation period to be followed by renewal for 10 years of maintenance period and subsequent renewal for 5 years depending upon condition of equipment). This shall be suitably covered in the RFP documents.
2	ITA	A3.1 / 5	15	--	Please detail the term 'Financial Turnover'. Is it the revenue, sales contracted figure or relates to the orders executed. Please clarify.	From the audited balance sheet the figure of Sales / Contracts executed (excluding Other sources of Income) will be considered for Financial Turnover.
3	ITA	A3.1 / 6	15	--	It appears from the clause that a Finance Company needs to be partner of the JV. Please clarify that the OEM can also be treated as meeting this role. We feel that the qualifying amounts stated in the clause will keep even the technically acceptable and financial sound OEMs away from the bidding process thus keeping the competition restricted. It is requested that this clause be linked to other financial indicators such as turnover, net worth etc AND NOT THE 'PROJECTS FINANCED' QUALIFICATION CRITERIA. The modus operandi of execution is that the Contractor will finance the project and will receive his remuneration thru Leasing Fees from DMRC. Our suggestion is that the OEM / JV should not force the Financing Institution to be part of JV. Venture should have liberty to rope in Finance from the source of his choice without necessitating the Financing Institution to be part of bidding Entity.	The financial turnover criteria can be fulfilled by the OEM. It is not necessary that Finance Company is part of JV.
4	ITA	A3.1 / 8	16	--	It is not stated that the 'at least one project completed successfully should comprise of how many lifts / escalators. Please clarify.	It is clarified that the work should comprise of at least 50 Heavy Duty Lifts and 50 Heavy duty escalators in MRTS / Railways / Airport. For the purpose of eligibility separate contract for Lifts and Escalators will also be allowed.
5	ITA	C1.9	20	--	It is stated that the prices should be quoted by Bidder in INR only. In case the Bidder has a foreign partner, part money towards share of foreign partner should be payable in foreign currency. Please consider.	The Bid is to be quoted in INR only.
6	ITA	--	--	--	DMRC to please clarify that the equipment will be in Contractor's name and shall continue to remain to be the property of Contractor. DMRC will not have the ownership of Equipment.	DMRC will not own the equipment.
7	ITA	--	--	--	HOW WILL DMRC AWARD 50% TO L1? WHAT WILL BE THE BASIS? ALL LIFTS OR ALL ESCALATORS OR MIX OF THE 2.	Will be clarified in RFP. The intent is to have mix of Both.

8	ITA	--	--	--	DMRC does not have operating profit for last 3 years. Hence some guarantee is required from Bank or Government (on behalf of DMRC) for ensuring timely payment of the lease money to the Contractor.	Will be discussed in RFP.
9	ITA	--	--	--	Keeping in view the large capital infusion by the contractor, a down payment of 15% is required.	Will be discussed in RFP.
10	ITA	--	--	--	What is the likely mechanism of fixing the Annual Lease amount? Will it be provided in RFP?	Will be discussed in RFP.
11	ITA	--	--	--	WE WILL ENSURE THAT THE FINANCIER MEETS THE CRITERIA OF A 3.1 Sr No 6. BUT WE REQUEST THAT THE FINANCIER BE ABSTAINED FROM BEING PART OF BIDDING CONSORTIUM / JV.	Experience of the member of JV / Consortium will only be considered for assessing against the eligibility criteria.
12	ITA	--	--	--	Will the Contractor have the right to terminate the Lease Agreement?	Will be discussed in RFP.
13	ITA	--	--	--	Contractor would like to see payments being made to them with the arrival of goods and completion of services. Contractor cannot wait to receive their payment till ROD. Please consider the request favourably.	Will be discussed in RFP.
14	ITA	--	--	--	In case the Lease Period is 30 years, we expect some major refurbishment to be done, and/or replacement of the unit to be done necessarily before the expiry of the lease period. In this case, it will not be possible to achieve the availability of 99.9% during the period the refurbishment or replacement is under process. Please clarify how this will be treated in the contract.	Please refer reply to query 1 above and review the query.
15	ITA	--	--	--	In case the Lease Period is 30 years, we expect some major refurbishment to be done, and/or replacement of the unit to be done necessarily before the expiry of the lease period. Please allow payments of amounts other than regular lease payments to the contractor during this period to allow the contractor to cover their cost of replacement or refurbishment of the units.	Please refer reply to query 1 above and review the query. Moreover, detailed modalities will be discussed in RFP.
BIDDER - B						
1	ITA	--	--	--	Whether sub lease is acceptable: In the case of prime lease, Johnson Lifts itself will have the ownership and title of the equipment during the lease period, and will enter into a direct lease agreement with DMRC for operation of the equipment's. In the case of sub lease, one more third party asset management company will have the ownership and title of the equipment and Johnson lifts will enter into a prime lease agreement with that company and will have a separate sub lease agreement with DMRC for operation of the equipment.	DMRC intends to enter into Prime Lease Agreement.

					It is to be clarified that whether DMRC will accept sub lease or insist only on prime Lease.	
2	ITA	A3.1.6	16	Eligibility of Applicants - Check List	Leasing / finance experience for eligibility criteria/ qualification:- Any equipment manufacturing company will not have any leasing experience and in the same way any leasing company will not have any manufacturing, supply and erection experience, more over no leasing company will come forward for partnership or JV with equipment manufacturer for tendering hence the leasing experience should not be a criteria for tender participation. The technical experience alone should be considered as usual	No change. Please follow EOI "L&E" Conditions.
3	ITA	--	--	--	Lease rental should be towards the capital cost of the equipment only, and not to include any operational cost like manpower ,electricity, power, maintenance, AMC charges, etc.	Will be discussed in RFP.
4	ITA	--	--	--	To clarify whether the lease rental to be uniform throughout the lease period or the rent can be lesser of higher in the initial period and varied In subsequent years etc .(i.e, diminishing method).	Will be discussed in RFP.
5	ITA	--	--	--	Lease period: lease period shall not exceed 10 years:-	Please see reply to S. No. 1 of Bidder - A above.
6	ITA	--	--	--	The lease period should start immediately on ROD, or and not later than 365 days from the date of delivery of material to site, and no other causes or reason to be quoted for delaying the lease period start ...	Lease Period shall commence from Revenue Operation Date (ROD).
7	ITA	--	--	--	Individual lease agreements: For the total lot, there will be an agreement, based on tender, but the lease rental and lease agreement will be for specific escalator for a specified lot or corridor.	Will be discussed in RFP. Lease Agreement shall be for group of escalators as per Revenue Operation Date (ROD) and individual escalator - wise payment shall be applicable.
8	ITA	--	--	--	The lease rentals will be payable by quarterly / monthly	Will be discussed in RFP. As of now, Quarterly is contemplated.
9	ITA	--	--	--	Billing: Lease rental Invoices will be billed to DMRC and will carry reference to the applicable lease schedule and escalator numbers as per the basic agreement signed between the parties.	Will be discussed in RFP.
10	ITA	--	--	--	Lease rental will be exclusive of GST , GST will be changed extra.	Will be discussed in RFP.
11	ITA	--	--	--	Escalator will be supplied at the sites as per PO terms. Upon supply and or at the time of installation or ROD but within 365 days from supply of material to site, the lease rental will effectively starts, irrespective of the job status or progress of any other factors ..	Will be discussed in RFP.

12	ITA	--	--	--	Payment: Lease rents are payable under this Agreement shall be quarterly or monthly as agreed, and if monthly, the lease rent to be paid before 15 days of such month end and if quarterly within 15 days of the quarter end.	Will be discussed in RFP.
13	ITA	--	--	--	Late / Overdue Charges : If any amount payable under the lease agreement, is delayed beyond 30 days, DMRC has to pay a late fee of 18% n overdue payments along with such payments.	Will be discussed in RFP.
14	ITA	--	--	--	Government Taxes and Stamp Charges, if applicable are not included and unless exempt would be to the account of DMRC.	Will be discussed in RFP.
15	ITA	--	--	--	Security Deposit or Advance: DMRC has to pay interest free non-refundable security deposit or advance with Johnson Lifts for 20% of the value of the total lease amount agreed upon, (as per the general terms of DMRC for any advance payments) at the time of starting of the first lease agreement or the date agreed upon, and the same can be adjusted on the total value of the contract and the lease rentals will be calculated on the remaining 80 % of the capital cost of the equipment.	To be discussed during RFP.
16	ITA	--	--	--	Damages: DMRC has to make good or compensate any damages or loss caused by DMRC or DMRC's agents or employees or contractors etc, to the Equipment during the Lease period.	To be discussed during RFP.
17	ITA	--	--	--	Title and possession of Equipment In the case of prime lease, the title of the equipment will be in the name of Johnson Lifts lessor during the lease agreement and in the case of sub lease, the title will be in the name of the third party asset management company and in both the case, and DMRC shall be entitled to the possession of the Equipment as per lease agreement, from the first day of the Lease Term. At the expiration of the Lease Term, DMRC shall surrender the Equipment to JLPL by delivering the Equipment to JLPL or JLPL'S agent or 0 the asset management company, in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.	To be discussed during RFP.

18	ITA	--	--	--	Use of Equipment DMRC shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance and storage of the Equipment and will not pass on the usage to any other third party during the lease period.	
19	ITA	--	--	--	Insurance : Insurance cover for all type of insurances to be decided separately and not as part of the lease rent, since the real owners of the equipment, till lease period is Johnson Lifts and to be used by DMRC .	To be discussed during RFP.
20	ITA	--	--	--	Assignment: The DMRC shall not be entitled to assign any of his/its rights under this Agreement or in or to any of the equipment ,but JLPL shall be entitled to assign its rights hereunder and to any of the equipment hereby rented, upon the completion of lease period .. obligations of JLPL hereunder.	To be discussed during RFP.
21	ITA	--	--	--	Liens: The DMRC shall not at any time permit any charge or lien, whether possessively or otherwise, to exist against the equipment, and shall keep the equipment free of all taxes (including Municipal Taxes whether assessed in the name of JLPL or DMRC) liens and encumbrances. If the DMRC fails after demand of JLPL, to payoff any such lien charge or encumbrance, JLPL may pay the same and recover the amount of any such payment with interest.	To be discussed during RFP.
22	ITA	--	--	--	Rental Recalculation Should there be any variation to the assumptions detailed in this proposal upon which rentals have been calculated, then the rental shall be recalculated to reflect such variations.	This Contract shall be Fixed Price Contract and all the cost to be built in.
23	ITA	Clause A3.1 / S. No. 6	15	Eligibility of Applicants - Check List	The Financial / Technical experience for executed Project (s) Works during last 10 years to be reduced may be suggested below:- (i) Three completed projects costing not less than the amount equal to INR 1000 million (ii) Two completed projects costing not less than the amount equal to INR 1250 million (iii) One Completed project costing not less than the amount equal to INR 1500 million	Will be deliberated at length during next Pre - EOI meeting on 18th April, 2018 and ammended suitably.

24	Notice of Invitation for EOI	--	3	--	The Contract of Lease for Lifts and Lease for Escalators can be separated. Since methodology of Reliability, Availability, maintainability and Safety (RAMS) are different for both Lifts & Escalators (or) may be a single Contract but eligibility and evaluation are to be consider separately.	No change. Please follow EOI "L&E" Conditions.
25	ITA	Clause A2.5	13	Contract period	The Lease period to be reduced to 15 Years.	Please follow reply to S. No. 1 of Bidder - A above.
BIDDER - C						
1	Nol & ITA	1) 2) A 2.5	4 13	1) Key Details - Expected Completion Period of Work 2) Contract Period	Kindly note that life cycle of each Lift & Escalators is not 30 years. Keeping in mind the financial, technical & other service related concerns in mind, we propose a Contract period of 13 years i.e 3 years construction + 10 years operation, instead of 33 years. Kindly accept this proposal.	Please follow reply to S. No. 1 of Bidder - A above.
2	ITA	A1.iii	11	"Commencement Date" means date of lease agreement	As the number of units are huge, if the lease agreement is entered and equipments are completed over a period, provision should be there for commencement for the respective equipment as all units will not be completed on the same date.	Will be discussed in RFP. Lease Agreement shall be for group of escalators as per Revenue Operation Date (ROD) and individual escalator - wise payment shall be applicable.
3	ITA	A 2.2	12	Lift & Escalator Supply - "Lessee may exercise the option on any date within five years of the Revenue Operation Date of last corridor/ Section. Lessor shall be required to supply increased ordered quantities at the contracted terms & conditions and determined prices and no additional amounts on account of quantity variation or any other account whatsoever shall be payable to the Lessor	Since the quantity which may be added is not known even tentatively, it is very difficult to anticipate the expected commercial impact five years from the date of handover. Hence, we request that this price validity shall be restricted to one year period from the date of handover of last section.	Ok, will be considered during RFP.
4	ITA	A2.4	13	Indigenization requirements	As per the Make in guidelines dated 15.06.2017, minimum local content shall be 50%. Kindly confirm that this percentage will be calculated on Total Contract value i.e including Supply, Installation and Maintenance values combined and not just on the supply values.	To be discussed during RFP.
5	ITA	A2.6	13	Management of Stores - The Lift & Escalator shafts at Stations may be handed over to the Lessor by Lessee in phased manner	If installation is completed and lifts / escalators handed over in phased manner, lease should start accordingly. Commencement date should be drafted accordingly.	Already covered in reply to query - 2 above.

6	ITA	A2.9	14	Performance Criteria - Availability shall not be less than 99.9% assuming service operating hours are 20 hours per day (4:00 hrs to 00:00 hrs mid night). For 365 days a year for the life cycle period	Based on practical considerations and considering the usage pattern of Metro sites, we propose an availability of 99.5%. Kindly consider the same.	Will be covered in RFP.
7	ITA	A2.9	14	The availability shall be measured in terms of following formula....	The following situations need to be excluded from MTBMA and Availability Calculations & Call out calculations : 1. Where KONE undertakes Planned Minor / Major repair work under approval from DMRC. 2. All down-time / shutdown caused due to vandalism / misuse and other reasons not attributable to KONE need to be excluded from Availability / MTBMA calculations, since this will remain unplanned	Will be suitably covered in RFP.
8	ITA	A2.10	14	Handback and/or Termination - There shall be provision for the hand back of Lifts & Escalators or for the early termination of the lease, or both. For example, in the case of a lease containing an early termination provision, the value to the lessee of the early termination provision will be reflected in the lease terms.	Handback to the lessor? If so being immovable property attached to earth and cannot be used for other purposes, how this will work out?	To be discussed during RFP.
9	ITA	A3.1	15	Delivery Record of Heavy Duty Lifts & Escalators	Kindly confirm if a Financial Institution (FI) can be a sole bidder for this package. FI can tie up with a Lift and Escalation manufacturer and/or supplier who will act as a subcontractor. Also, this arrangement between FI and Manufacturer subcontractor shall be for the entire duration of the contract. Further, kindly clarify what type of documentation will be required to establish & formalize this relationship between the Financial Institution and the Manufacturer/supplier acting as a subcontractor. Will a joint declaration/letter signed by both parties i.e FI and Subcontractor mentioning the scope of each party be sufficient to evidence this relationship.	The intent is that the FI and OEM should form a JV / Consortium and participate in EOI. However, this aspect will be further discussed during 2nd Pre - EOI on 18th April, 2018.

10	ITA	A3.1	15	Operation performance for Heavy Duty Lifts & Escalators	<p>Kindly confirm if the following Contract Structures shall be acceptable to DMRC:</p> <p>OPTION 1: Sole Bidder: A suitable Financial Institution having a tieup with KONE for this project. Subcontractor: KONE Elevator India Private Limited (KEI). Elevators will be manufactured, supplied and Installed by KEI itself. Escalators will be procured by KEI from overseas KONE factory based at China, where these units shall be manufactured. KEI shall import (supply), install and maintain these escalators. KONE can provide a Parent Company Guarantee as per contract.</p> <p>OPTION 2: Sole Bidder: KONE Elevator India Private Limited (KEI). Elevators will be manufactured, supplied and Installed by KEI itself. Escalators will be procured by KEI from overseas KONE factory based at China, where these units shall be manufactured. KEI shall import (supply), install and maintain these escalators. KONE can provide a Parent Company Guarantee as per contract.</p>	Option - 2 is generally acceptable.
11	ITA	A3.1-S. No. 6	15	Eligibility of Applicants - Check List - Financial Criterion	<p>In case of Elevator & Escalator supplier being the sole bidder i.e without any involvement of Financial Institution, we request that this clause shall be amended as follows: Experience of having successfully completed works during last 15 years ending last day of the month previous to the one in which applications are invited:</p> <p>a. One Completed project costing not less than the amount equal to INR 300 million b. Two completed projects costing not less than the amount equal to INR 180 million c. Three completed projects costing not less than the amount equal to INR 150 million</p>	Will be deliberated at length during next Pre - EOI meeting on 18th April, 2018 and ammended suitably.
12	ITA	A3.1- Note 4.1 & Note 5	16	Eligibility of Applicants - Check List- Note:	<p>At 4.1 it is mentioned that S.No 5 & 6 are applicable for the member providing finance i.e FI (Financial Institution). From this, we understand that the other members of consortium need not provide their financial data for qualifying this clause.</p> <p>However, in Note 5 it is mentioned that "In case of JV/Consortium, the evaluation for the criteria at S.No 5 & 6 will be done in totality (algebraic aggregate of the evaluation of each member) and not as individual member", which means the other partners also have to provide their financial details, however the evaluation will be done jointly. Please clarify.</p>	<p>Note - 5 shall be applicable.</p> <p>Suitable addendum shall be issued after next Pre- EOI meeting.</p>

13	ITA	A3.1 / S. No. 7	16	Eligibility of Applicants - Check List- Note:	<p>Kindly clarify the following:</p> <p>1) We have to demonstrate experience of 240 units of Heavy duty Lifts and Escalators. Is there any restriction on the breakup required in the terms of no. of lifts and no. of escalator specifically? Or only total qty of 240 units is required irrespective of no. of elevators or escalators.</p> <p>2) In case of consortium including two suppliers (for example, one for elevators and one for escalators, apart from Financial Institution), is it necessary that each member must fulfil the condition of 240 units of elevators and escalators or is it sufficient if only member qualifies. Additionally, can they qualify jointly so that total units are adding upto 240.</p> <p>3) We request that the experience of last 15 years shall be considered instead of 10 years</p>	<p>1) Total of 240 units shall be accepted, with minimum 100 units of Lifts and Escalators, respectively.</p> <p>2) in case of two suppliers, each supplier to meet minimum 100 units of the item to be supplied by him. (say A is responsible for Lifts and B for escalators, then A should submit experience for minimum 100 Lifts and B should submit experience for minimum 100 Escalators). Put together they should experience of 240 units (Total Lifts and Escalators).</p> <p>3) No change.</p>
14	ITA	A3.1	15	Delivery Record of Heavy Duty Lifts & Escalators	<p>It is mentioned that at least 1 project should be shown to be in revenue operation for more than 2 years anywhere. Does this mean that there is no restriction of quantity of units in this clause i.e 240 units are not required to be in operation for 2 years. Kindly confirm.</p>	<p>Please refer reply to Query - 4 of Bidder - A.</p>
15	ITA	A 3.1- Note 4.2	16	The criteria at s. no. 7, 8 are applicable for Lifts & Escalators manufacturer (LEM) who can participate either as member of the Individual /JV/ Consortium/ SPV or as a sub-contractor	<p>Should manufacturer be a part of consortium or can he be a sub contractor, i.e Can a consortium be formed without the manufacturer and work sub contracted to him. This is especially for the reason that the Consortium may have a Supply entity not being a manufacturer, a Indian local installation partner and the finance company. If manufacturer is made mandatory, it may result in four persons becoming members. Further with a minimum 40% for lead member in normal Metro tenders and minimum 25% for others, more than three members will be difficult. It will result in manufacturer, installation entity and lease company which may restrict participation. Participation as sub contractor is supported in A3.2 as well</p>	<p>No change. Please follow EOI "L&E" Conditions.</p>
16	ITA	A 3.1- Note 4.1 & Note 5	16	Eligibility of Applicants - Check List- Note:	<p>At 4.1 it is mentioned that S.No 5 & 6 are applicable for the member providing finance i.e FI (Financial Institution). From this, we understand that the other members of consortium need not provide their financial data for qualifying this clause. However, in Note 5 it is mentioned that "In case of JV/Consortium, the evaluation for the criteria at S.No 5 & 6 will be done in totality (algebraic aggregate of the evaluation of each member) and not as individual member", which means the other partners also have to provide their financial details, however the evaluation will be done jointly. Please clarify</p>	<p>Note - 5 shall be applicable.</p> <p>Suitable addendum shall be issued after next Pre- EOI meeting.</p>

17	ITA	C.1.4	19	The partner in charge (Leader) shall be authorised to incur liabilities, receive payments if provided in MOU	1) As the payment is a mere lease rent, leasing company will be the eligible person. But he may not be the lead member. The Consortium being unregistered entity, how the lease rental will be collected, under which GST number as there will be no registered entity . 2) Similarly on termination, who will raise invoice on DMRC especially when the consortium is not registered	1) Consortium in their Agreement may notify the Member permitted to raise Invoice and receive Payments, in case nothing is defined, by default the Lead Member shall be authorised to receive payments. 2) Query is not clear ?
18	ITA	D2.1	21	Sealing and Marking of EOI - The applicant shall submit the EOI Guarantee in a separate envelope.	No details regarding EOI Guarantee have been provided in the document. Do we need to provide any financial guarantee along with EOI. Kindly confirm	No Financial Guarantee to be submit at EOI Stage. Only Parent Company Guarantee is to be submitted to ascertain credential of bidders.
19	ITA	S.No 4	--	Memorandum of Understanding or JV/Consortium Agreement	No format has been shared for JV/Consortium agreement. Can we use our company standard format which fulfils the EOI criterion? Please confirm	As reference document shall be circulated during next Pre - EOI on 18th April, 2018 and after discussion will be issued with Addendum.
20	ITA	S.No 6	23	Check Sheet for Expression of Interest for lifts & escalators of Ph-IV Submission	As per clause C1.4.e last para, the requirement for submitting Income Tax returns is applicable only for Indian Applicants. Therefore, consortium partners from foreign countries are not required to comply to this clause. Kindly confirm.	Please follow EOI "L&E" Condition.
18	ITA	S. No. 10 S. No. 11	23	Documents to ascertain Average Annual Financial Turnover... Documents to ascertain Experience of financed projects...	As per Clause A3.1- Note 4.1, these documents to be submitted by "Financial Institution" only. Please confirm if all bidders are required to submit these documents	All bidders are required to submit their Financial Documents.
19	ITA	S. No. 14	23	Guarantees and Warranties as per Clause C1.8 of ITA	As per C1.8, we only have to provide the details of the identity of the proposed parties who would provide the: Performance Guarantee, Parent Company Undertakings, Parent Company Guarantees. We do not have to provide these guaranteed at this stage and these guarantees will only be provided once the contract is awarded. Please confirm this understanding	Parent Company Guarantee & Undertaking is to be submitted with EOI to ascertain the credentials.
20	ITA	S. No.11	28	General Information & Joint Venture Data- Pro-Forma Section 2 - "Statement of participation in the form appearing in Appendix-3 to the Form of tender for each member"	Form of Tender is not available in this EOI. Kindly clarify	The format given as "Proforma Letter of Participation" in Annexure - 1 (Page - 26) of EOI is to be used.
20	ITA	--	--	Long term lease than the economic life	The EOI contemplates long term lease than economic life. This may result in the transaction being treated as "Financial lease" than "Operating lease"	The scope of work includes Activity for Design, Supply, Installation, Testing & Commissioning to be followed by 25 years operation & Maintenance under leasing arrangement.

21	ITA	--	--	License for elevator / escalator	Elevators/ escalators require license to be obtained by the owner. In this case, the lessor must be the owner of the equipment he is leasing. For obtaining the license, he should own the premises where the equipment is installed. To clarify how Lessee will facilitate this requirement, is he going to lease out the shaft for obtaining license and modalities there for	Will be covered in RFP.
22	ITA	--	--	Indigenous requirements	Long term lease may require the lessee to capitalise the asset in his books	Kindly substantiate with supporting documents.
23	ITA	--	--	Registration requirements	Since this is a lease for more than 11 months for an immovable property does it require registration? If so who shall be parties. DMRC Lessee is clear. But consortium in the absence of a registered entity how will be a party for registration? Consideration involved etc.,	Will be discussed during RFP or in next Pre-EOI meeting with supporting documents.
24	ITA	--	--	TDS	DMRC may deduct TDS. In whose name certificate will be issued? The lead member is a mere agent for collecting money and not a party accounting the lease income. He cannot invoice leasing company in turn.	Will be discussed during RFP or in next Pre-EOI meeting with supporting documents.
BIDDER - D						
1	ITA	Clause A3.1 Point 8	--	--	Point 8 of Clause A3.1 talks about change in composition of Consortium/JV but not about SPV. Can shareholding pattern of SPV be allowed to change by introducing new strategic investor by the lessor? The exit clause of SPV should be clearly mentioned in EOI addendum.	Can be discussed in detail during 2nd Pre - EOI on 18th April, 2018.
2	ITA	Clause A2.5	--	--	The tenure of 33 Yrs (considering 3 Yrs initial installation period including commissioning of lifts & escalators works and considering the life cycle of each Lift & Escalator as 30 years) is too long. The proposal is for splitting the entire 30 Yrs life cycle in Two fixed Stages (i.e. lessor has to Bid for 30 Yrs only) & the evaluation to be done adding both the stages Bid. 1. Stage 1 - Lease period of 15 Yrs (including 3 Yr. execution period). 2. Stage 2 – Lease period of next 10 Yrs (including modernization cost. if any).	Please follow reply to query at S. No. 1 of Bidder - A above.
3	ITA	Clause A3.1 /S. No. 7	16	Eligibility of Applicant - Check List	We understand that company can bid as an individual applicant making its foreign subsidiary/entity as a sub-vendor for supply of material. The Sub-vendor entity of this applicant has to meet the eligibility clause A 3.1 S.no. 7. Hope our understanding is correct. Please confirm.	Already replied above.
4	ITA	Clause A3.2	17	One EOI per Applicant	Clause A3.2 talks about OEM as a sub vendor. Can FI (Financial Institution) be a Lessor? Can OEM be a member of JV /consortium and also the same time, be a sub vendor to another FI (Financial Institution)	No.
5	ITA	--	--	--	Before RFP submission, Is it allowed to change the composition of consortium/JV members which was proposed during EOI stage? Please clarify.	No.

6	ITA	--	--	--	In the event of Delay / Extension due to reasons of DMRC and not attributed by Lessor (JV/Consortium/SPV/Individual), how lessor would be compensated by DMRC, should be captured in EOI addendum.	Will be covered in RFP.
7	ITA	Clause A2.9	14	Performance Criteria	DMRC support in arranging statutory/government licenses, permits & other certification, if any, for the equipment installed in DMRC premises. Lessor will be the owner of equipment but it is installed in DMRC premises. How DMRC will support the lessor for arranging this government requirement, should be clarified / captured in EOI addendum.	Will be covered in RFP.
8	ITA	Clause A3.1	15	Eligibility of Applicants - Check List	In case applicant participate as an individual and get its project back financed from Financial institution or Bank without forming JV/consortium/SPV, we understand, that such FI or Bank are not required to submit their eligibility credentials in DMRC, as refer in Clause A3.1 S. no. 5 & 6. Hope our understanding is correct. Please confirm.	Yes, but the bidder has to meet the stipulated eligibility requirements (including Financial criteria).
9	ITA	--	--	--	RFP should contain the exact equipment rise & the formula for compensating the lessor, if actual rise increases from the confirmed rise in RFP.	Agreed.
10	ITA	--	--	--	The annuity fixed for lease tenure, to be paid to lessor, should have the escalation clause applicable atleast after every 5 years? The escalation formula should be captured in RFP.	Will be discussed in RFP stage.
11	ITA	Clause A2.10	14	Handback and/or Termination - There shall be provision for the hand back of Lifts & Escalators or for the early termination of the lease, or both. For example, in the case of a lease containing an early termination provision, the value to the lessee of the early termination provision will be reflected in the lease terms.	A2.10 Handback and/or termination – Expect more detail clarification of this clause in EOI addendum for e.g. Does Lessor has to provide year-wise price of each equipment in the tender? If no, what will be formula for Hand back provision? What is the recourse for lessor, if lessee terminates the lease contract early?	Will be covered in RFP and can be deliberated further in next Pre-EOI meeting with specific written submission of possible Options from your end.
12	ITA	--	--	--	Payment to the Lessor – clarification on payment terms required in EOI addendum stage itself. Also, what guarantee would DMRC give to lessor for safeguarding his payments, in case of DMRC default? Please elaborate in EOI addendum too.	Will be covered in RFP and can be deliberated further in next Pre-EOI meeting with specific written submission of possible Options from your end.
13	ITA	Clause A2.9	14	Performance Criteria	A2.9 Performance Criteria – The availability of 99.9% with deteriorating life of the equipment in running year is practically not possible, hence EOI addendum should suggest the provision of relaxation in availability expectation year on year.	Please follow S. No. 6 of Bidder - C above.
14	ITA	--	--	--	In leasing model, assets are allowed to get transfer in the books of leasing company. DMRC understanding & clarity required in EOI addendum.	Lessor is the Leagal owner of Assets.

15	ITA	Clause A2.2	12	Lift & Escalator Supply	A2.2 Lift & Escalator Supply, 2nd para, indicates that lessee can increase the quantity of lift and escalator within 5 Yrs of the Revenue Operation date of Last Corridor /Section whereas considering the tenure of the project & applicant considering financing option, there should be no quantity variation clause in RFP or if there is any such clause to be included in the RFP, the minimum quantity of any such variation order should be not less than 50 units and that too in the same corridor. It will be difficult, for lessor, to manage smaller lease arrangement of these variation units, with lessee, if received in smaller quantity & different corridor.	Will be discussed in RFP stage.
16	ITA	Clause A2.6	13	Management of Stores	Management of Stores states that Stores facilities at Stations / Depots under Phase-IV of DMRC shall be created by Lessee and shall be handed over to the lessor for the purpose of maintenance of Lifts & Escalators which we understood to be of free of cost with basic amenity like electricity, water etc., material in & out facility and in location which support applicant availability to all station. Please elaborate on this clause in EOI addendum.	Will be discussed in RFP stage.
17	ITA	Clause A3	14, 15	Eligible Applicants	Eligible Applicants - Only such eligible applicants will be allowed to participate in the next stage of the project, i.e. RFP. Each Applicant (each member in the case of a partnership, joint venture or consortium) or any associate is required to confirm and declare with his EOI that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Please clarify the definition of Agent, middleman or intermediary.	Please follow EOI "L&E" Conditions.
18	ITA	Clause A2.4	13	Indigenization requirements	Indigenization requirements – Please provide more clarity of this procurement clause in RFP.	Will be elaborated in RFP.
19	ITA	--	--	--	EOI requires Notarization & Apostille Power of Attorney for each member of consortium, which is a time consuming & costly exercise. Applicant should be allowed to submit the Notarized & Apostille POA after it get qualify for RFP or when he is awarded the contract.	NO change. Please follow EOI "L&E" Conditions. Still lot of time is available in submission of EOI.
BIDDER - E						
1	NEOI	NIT Key Details	4	33 years considering the 3 years initial installation period including commissioning of lifts & escalators works and considering the life cycle of each Lift & Escalator as 30 years	Tenure of 30 years after completion of installation and commissioning is not feasible for any leasing company considering the usage and customised nature of the equipments. Usually, such financing structures can offer financing tenors of up to 'Construction Period+10 years'?	Please follow reply to Query at S. No. - 1 of Bidder - A above.

2	ITA	A 2.2	12	For any increase in quantity, Lessee may exercise the option on any date within five years of the Revenue Operation Date of last Corridor / Section. Lessor shall be required to supply increased ordered quantities at the contracted terms & conditions and determined prices and no additional amounts on account of quantity variation or any other account whatsoever shall be payable to the Lessor.	a. Please specify specifically the importance of clause b. What if, in case of new requirements envisaged and asked for which is not as per existing terms and conditions ? We request you to incorporate a suitable Price Variation Clause for any variation in quantity, considering the long duration of the project.	a) Intent is to have a Quantity Variation clause to increase / decrease the number of units, b) Such eventualities will be dealt on case to case basis. This Contract shall be Fixed Price Contract and all the cost to be built in.
3	ITA	A2.5	13	The lessor will be responsible for design, manufacturing, delivering, testing and commissioning of the Lifts & Escalators and maintain it for the 30 years life cycle period. The Lessor shall also be responsible for maintenance of all Storage infrastructure and facilities including all M & P	The running expenses such as rent, electricity and water etc. for the storage infrastructure shall be borne by the lessee for the entire duration of the project. Kindly confirm whether our understanding is correct. Complete Contract must be in phases or per lot wise. Separate lease agreement is feasible as it will impact the lease period	Will be suitably covered in RFP. Already replied in query - 2 of Bidder - C above.
4	ITA	A2.9	14	The availability shall be measured in terms of following formula:- Availability shall not be less than 99.9% assuming service operating hours are 20 hours per day (4:00 hrs to 00:00 hrs mid night). For 365 days a year for the life cycle period. Lessee can impose a penalty @ Rs. 20,000/- (Rupees Twenty Thousand only) per case due to non - achievement of requirements as per para a), b) & c)	We request you modify the required availability to 98% and also request you to change the imposed penalty per case to Rs. 5,000.	Please follow reply to query at S. No. 6 of Bidder - C above.

5	ITA	A3.1	15	Experience of having either successfully financed Project(s) works during last 10 years ending last day of month previous to the one in which applications are invited should be either of the following: - a. Three completed project finance / works having costing not less than the amount equal to INR 1564 million. or b. Two completed project finance / works having costing not less than the amount equal to INR 1955 million. or c. One completed project finance/work costing not less than the amount equal to INR 1564 million.	The amount of INR 1564 million is too high. We request you to relax this criterion so that we may be able to participate.	Will be deliberated at length during next Pre - EOI meeting on 18th April, 2018 and ammended suitably.
6	ITA	C1.7	20	In order to have a sustainable and technically & financially sound proposal, the lessee shall propose a suitable financial structure for the Applicant.	Kindly confirm the detailed requirement against this point.	To be discussed during RFP.
7	ITA	C1.8	20	The Applicant shall submit full details of the identity of the proposed parties who would respectively provide or issue: (a) The Performance Guarantee; (b) Parent company Undertakings; (c) Parent company Guarantees	We request you to remove the requirement of Parent Company Undertakings and Parent Company Guarantees	No change.
8	ITA	D2.1	21	The Applicant shall submit the EOI Guarantee in a separate envelope. The Applicant shall seal the Original and each copy of the EOI in separate envelopes, duly marking the envelopes as "Original", "Copy 1" and "Copy 2".	We request you to delete the requirement of EOI Guarantee and the same can be incorporated in RFP as tender security.	Agreed, No EOI Guarantee is required. Suitable Addendum shall be issued after next Pre-EOI meeting.

9	ITA	--	--	--	Scope of the job includes Supply, Installation, Testing and Commissioning and there after maintenance of Lifts & Escalators for the contract period. Considering the tenure of the project, replacement or modernisation of the job should also be included.	Bidder are free to consider the requirements, as per their product.
10	ITA	--	--	--	Does DMRC envisage an operating lease or a finance lease? Given the limited re- marketability of the assets under discussion, does DMRC consider for taking ownership of the equipments at end of lease period?	a) Please refer to query Sl. No. 20 of Bidder C. b) NO.
11	ITA	--	--	--	What could be the value of assets at end of lease period ? What are the criteria to be considered for valuation ?	To be discussed during RFP.
12	ITA	--	--	--	Under finance lease option, Special Purpose Vehicle(SPV) in the form of JV can be envisaged where DMRC need to participate with equity participation of at least 15%(of the total borrowing). What kind of guarantee this SPV will have in order to honour the lease repayment?	No, DMRC does not intend to participate in any SPV.
13	ITA	--	--	--	Is there any possibility to enter into lease agreement for NI (new installations) part and Normal AMC contract for maintenance activities?	To be discussed during RFP.
14	ITA	--	--	--	How does DMRC propose to mitigate the residual asset risk for the lessor/financing institution? What kind of guarantee could be provided by DMRC?	To be discussed during RFP.
15	ITA	--	--	--	Would DMRC be open to foreign currency borrowing with SWAP option to convert it into INR?	The bid prices are to be quoted in Indian Rupees (INR) only.
16	ITA	--	--	--	We suggest that Contract should be split for Elevators and Escalators for getting the best product and competitive prices for each product line thereby reducing the overall project cost.	Please elaborate the reasons for the same and we can deliberate further in next Pre- EOI meeting, based on the inputs received.
17	ITA	--	--	--	We recommend that each lot also be split in 50 to 100 units as this is a first of a kind opportunity for all bidders. Bidder suggests that this should be treated as a pilot project to begin with to understand the pros, cons and likely pitfalls of leasing companies for such huge tenders.	Not envisaged. However, we can deliberate further in next Pre-EOI meeting based on the inputs received.
18	ITA	--	--	--	We recommend a leasing period of 3 years (Construction Period) + 10 years (Material + Maintenance).	Please refer to query at S. No. - 1 of Bidder - A above.
19	ITA	--	--	--	We recommend a second leasing period of 10 years after end of first leasing period with refurbishment and maintenance cost for which the price range can be shared during RFP stage.	Please refer to query at S. No. - 1 of Bidder - A above.
20	ITA	--	--	--	We recommend that after the end of the first leasing period of 10 years, contact to be established with the OEM for future leasing purpose.	Please refer to query at S. No. - 1 of Bidder - A above.
21	ITA	--	--	--	We recommend that the material life span to be fixed for a duration of 20 years and thereafter to have an inspection of equipment for further equipment road map.	Please refer reply to query at S. No. - 1 of Bidder - A above.

22	ITA	--	--	--	Please specify specifically the importance of clause no. A2.2. What if, in case of new requirements envisaged and asked for which is not as per existing terms and conditions? We request you to incorporate a suitable Price Variation Clause for any variation in quantity, considering the long duration of the project.	Query is already covered at your S. No. -2 above.
23	ITA	--	--	--	The running expenses such as rent, electricity and water etc. for the storage infrastructure shall be borne by the lessee for the entire duration of the project. Kindly confirm whether our understanding is correct. Complete Contract must be in phases or per lot wise. Separate lease agreement is feasible as it will impact the lease period.	Query is already covered at your S. No. -3 above.
24	ITA	A2.9	14	Performance Criteria	We request you modify the clause A2.9, required availability to be 98% and request you to change the imposed penalty per case to Rs. 5,000.	Query is already covered at your S. No. -4 above.
25	ITA	A3.1	15	Eligibility of Applicants - Check List	In clause A3.1, the amount of INR 1564 million is too high. We request you to relax these criteria so that we may be able to participate.	Query is already covered at your S. No. -5 above.
26	ITA	A3.1	16	Eligibility of Applicants - Check List	Bidder suggests that Subcontractor's experience in such tenders to be considered for Pre-Qualification criteria as per their roles and responsibilities	No, Not agreed to.
27	ITA	C1.7	20	Financing Structure	As per clause 1.7 kindly confirm the detailed requirement.	Please follow EOI "L&E" Condition.
28	ITA	C1.8	20	Guarantees and Warranties	We request you to remove the requirement of Parent Company Undertakings and Parent Company Guarantees	Query is already covered at your S. No. -7 above.
29	ITA	C1.9	20	Guarantees and Warranties	We request you to delete the requirement of EOI Guarantee and the same can be incorporated in RFP as tender security.	Query is already covered at your S. No. -8 above.
30	ITA	--	--	--	Scope of the job includes Supply, Installation, Testing and Commissioning and there after maintenance of Lifts & Escalators for the contract period. Considering the tenure of the project, replacement or modernization of the job should also be included.	Query is already covered at your S. No. -9 above.
31	ITA	--	--	--	Does DMRC envisage an operating lease or a finance lease? Given the limited re-marketability of the assets under discussion, does DMRC consider for taking ownership of the equipment's at end of lease period?	Query is already covered at your S. No. - 10 above.
32	ITA	--	--	--	What could be the value of assets at end of lease period? What are the criteria to be considered for valuation?	Query is already covered at your S. No. - 11 above.
33	ITA	--	--	--	Under finance lease option, Special Purpose Vehicle (SPV) in the form of JV can be envisaged where DMRC need to participate with equity participation of at least 15% (of the total borrowing). What kind of guarantee this SPV will have in order to honour the lease repayment?	Query is already covered at your S. No. - 12 above.
34	ITA	--	--	--	How does DMRC propose to mitigate the residual asset risk for the lessor/financing institution? What kind of guarantee could be provided by DMRC?	Query is already covered at your S. No. - 14 above.

35	ITA	--	--	--	Would DMRC be open to foreign currency borrowing with SWAP option to convert it into INR?	Query is already covered at your S. No. - 15 above.
36	ITA	--	--	--	Bidder suggest that to have another round of discussion after reviewing bidder's suggestions.	Agrees, 2nd Pre - EOI meeting will be on 18th April, 2018.