

## CORRIGENDUM-I

### PART-A (Reply to Bidder Queries )

**Name of Work: Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years.**  
**(Tender No: N1PD-24/2020 dated 04.08.2020)**

Sr. No.	Queries Raised	Maha-Metro's Reply
1.	We humbly request to please consider our request to have an option for Net worth certificate of the application in place of Turnover.	Accepted.  Refer Point No. '17' of Part "B" of this Corrigendum.
2.	Refer Clause 6.24 (g) Schedule of Various Stages: sub-point No. 4 on page 29 which reads as  <b><u>Payment of half yearly Licence Fees to MAHA-METRO by Licensee.:</u></b> Within 30 days from acceptance of Letter of Award by the Successful Bidder.  <i>The License Fees shall be paid on half-yearly basis and shall be paid in advance.</i>	The Interest rate applicable for non-payment of license fees will be 15% per annum and shall be levied on the unpaid amount.



Sr. No.	Queries Raised	Maha-Metro's Reply
	<p><b><i>Delay in payment of License fee shall attract a penalty of 25% of the license fees and interest @ 18 % per annum on outstanding balance on due date</i></b></p> <p>Whereas in the Draft License Agreement the interest rate for non-payment of license fee is 15%.</p> <p>Kindly rectify the discrepancy.</p>	
3	May kindly extend the last date of submission up-till 21/09/2020	Accepted.





## CORRIGENDUM-I PART-B (Addendum)

**Name of Work: Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years.**

**(Tender No: N1PD-24/2020 dated 04.08.2020)**

Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
1.	Clause 6.24 (g)	<p>Schedule of Various Stages: sub-point No. 4 on page 29 which reads as</p> <p><b><u>Payment of half yearly Licence Fees to MAHA-METRO by Licensee.:</u> Within 30 days from acceptance of Letter of Award by the Successful Bidder.</b></p> <p><i>The License Fees shall be paid on half-yearly basis and shall be paid in advance.</i></p> <p><b><i>Delay in payment of License fee shall attract a penalty of 25% of the license fees and interest @ 18 % per annum on outstanding balance on due date.</i></b></p>	<p>Schedule of Various Stages: sub-point No. 4 on page 29 which reads as</p> <p><b><u>Payment of half yearly Licence Fees to MAHA-METRO by Licensee.:</u> Within 30 days from acceptance of Letter of Award by the Successful Bidder.</b></p> <p><i>The License Fees shall be paid on half-yearly basis and shall be paid in advance.</i></p> <p><b><i>Delay in payment of License fee shall attract interest @ 15 % per annum on outstanding balance on due date.</i></b></p>





Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
2.	Definitions Page No. 7 of Draft License Agreement	“Commence Date ” or “Handover Date” shall have the meaning set forth in Clause 9.1;	“Commence Date ” or “Handover Date” shall have the meaning set forth in Clause 2.3 of the Draft License Agreement
3	Definitions Page No. 7 of Draft License Agreement	“Effective Date” means the date of signing of License Agreement or the date of handing over of property business space, whichever is later	“ <b>Effective Date</b> ” means the date communicated by Maha-Metro for the handing over of the said property business space to the Licensee for the limited purpose of its operations and maintenance.
4	<b>Clause 2.3 (i)</b>	After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the selected bidder. The tendered (bare) space, as mentioned in Annexure-1, shall be handed over for operations and maintenance within 10 (ten) days from the date of signing of License Agreement. The Proforma Certificate for handing over of property business space is attached at Annexure-3: Proforma of Handing Over Note.	After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the selected bidder. The tendered (bare) space, as mentioned in Annexure-1, shall be handed over for operations and maintenance on <b>the effective date</b> . The Proforma Certificate for handing over of property business space is attached at Annexure-3: Proforma of Handing Over Note.
5	<b>Clause 3.3 (b) of the Draft License Agreement</b>	The tenure of License Agreement shall commence from the date of handing over of the property business space.	The tenure of License Agreement shall commence from the effective date.





Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
6	<b>Clause 3.3 (d) of the Draft License Agreement</b>	There shall be a lock in period of three (3) years from the date of commencement of agreement/ handing over of licensed space.	There shall be a lock in period of three (3) years from the effective date.
7	<b>Clause 4.1 (c) of the Draft License Agreement</b>	The charging of license fee shall commence immediately after the end of moratorium period of the project i.e. a period of 30 days from the date of handing over of Property Business space to the Licensee, irrespective of scenario where fitment period is exceeding the allowed period of 30 days.	The charging of license fee shall commence immediately after the end of moratorium period of the project i.e. a period of 30 days from the effective date, irrespective of scenario where fitment period is exceeding the allowed period of 30 days.
8	<b>Clause 4.1 (c) of the Draft License Agreement</b>	<b>Clause 4.1 (c) of the Draft License Agreement</b> The License Fees shall be paid in advance and shall be paid on half yearly basis	The Clause Number is modified as – <b>Clause 4.1 (h) of the Draft License Agreement</b>
9	<b>Clause 4.1 (d) of the Draft License Agreement</b>	The license fee can be paid by Demand Draft/ Pay Order/NEFT/RTGS in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur. The designated account number for Maha-Metro and IFSC Code for crediting the License fees will be provided in the demand note generated.	The Clause Number is modified as – <b>Clause 4.1 (i) of the Draft License Agreement</b>





Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
10	Clause 4.1 (e) of the Draft License Agreement	In the event if the licensee fails to take-over the possession of the Property Business Space within the time stipulated by Maha-Metro, the license period shall be deemed to have commenced from the date of signing of license agreement, irrespective of the date of actual handing over of the Property Business Space.	The Clause Number is modified as – <b>Clause 4.1 (j) of the Draft License Agreement</b> Further the Clause is modified as follows - In the event if the licensee fails to take-over the possession of the Property Business Space on the date communicated by Maha-Metro, the license period shall be deemed to have commenced from the effective date, irrespective of the date of actual handing over of the Property Business Space.
11	Clause 4.1 (f) of the Draft License Agreement	In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the License Fee and maintenance fee shall be counted from the commencement date.	The Clause Number is modified as – <b>Clause 4.1 (k) of the Draft License Agreement</b>
12	Clause 3.2.2 (iii) of the RFP Document	Financial Eligibility: certificate(s) from its Statutory Auditor/Chartered Accountant specifying Average Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date	Financial Eligibility: certificate(s) from its Statutory Auditor/Chartered Accountant specifying the Networth of the bidder at the close of preceding financial year or the Average Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date, as the case may be.
13	Tender Notice	<b>Documents on sale:</b> Documents can be downloaded from 17.00 hrs of 06/08/2020 to 16.00 Hrs of <b>08/09/2020</b> from Maha- Metro	<b>Documents on sale:</b> Documents can be downloaded from 17.00 hrs of 06/08/2020 to 16.00 Hrs of <b>21/09/2020</b> from Maha- Metro



Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
		website www.metrorailnaspur.com OR Documents can be purchased from 17.00 hrs of 06/08/2020 to 16.00 Hrs of 08/09/2020 from Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Opposite Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur-440010.	website www.metrorailnaspur.com OR Documents can be purchased from 17.00 hrs of 06/08/2020 to 16.00 Hrs of 21/09/2020 from Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Opposite Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur-440010.
14	Tender Notice	<b>Date &amp; Time of submission of Tender:</b> Physical submission up-till 16.00 Hrs on 08/09/2020 at Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Opposite Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur-440010.	<b>Date &amp; Time of submission of Tender:</b> Physical submission up-till 16.00 Hrs on 21/09/2020 at Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Opposite Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur-440010.
15	Tender Notice	<b>Date &amp; Time of Opening of Tender:</b> On 08/09/2020 at 16.30 Hrs at Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Opposite Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur-440010	<b>Date &amp; Time of Opening of Tender:</b> On 21/09/2020 at 16.30 Hrs at Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Opposite Dr. Babasaheb Ambedkar College, Near Deekshabhoomi, Nagpur-440010

**16. The Clause 3.2.1 of the RFP Document is modified as follows –**

To be eligible for qualification and short-listing and for evaluation of its Financial Bid, a Bidder shall fulfil the following conditions of eligibility:

For demonstrating eligibility of the bidder (the “Financial Capacity”) for each built-up space, the Bidder shall be required to have any one of the following,

- A. Average Annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date”**
- B. Network at the close of immediately preceding financial year.**





Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Average Annual Turnover in last three financial years (Amount Rupees in Lakhs) "A"	Networth at the close of immediately preceding financial year (Amount Rupees in Lakhs) "B"
1	Khapri Metro Station	KHP/PD-03	36.20	13	13
2	Airport Metro Station	NAO/PD-08	65.68	15	15
3	Airport Metro Station	NAO/PD-09	79.65	16	16
4	Airport Metro Station	NAO/PD-10	35.00	13	13
5	Jaiprakash Nagar Metro Station	JIN/PD-11	61.64	14	14
6	Rahate Colony Metro station	RHC/PD-01	29.09	12	12
7	Rahate Colony Metro station	RHC/PD-02	17.34	12	12
8	Rahate Colony Metro station	RHC/PD-06	89.35	16	16
9	Lokmanya Nagar Metro Station	HLY/PD-01	14.73	11	11
10	Lokmanya Nagar Metro Station	HLY/PD-04	11.47	11	11
11	Bansi Nagar Metro Station	BAN/PD-02	84.00	16	16
12	Bansi Nagar Metro Station	BAN/PD-03	27.00	12	12
13	Bansi Nagar Metro Station	BAN/PD-04	30.00	12	12
14	Bansi Nagar Metro Station	BAN/PD-05	72.00	15	15
15	Bansi Nagar Metro Station	BAN/PD-06	25.00	12	12
16	Bansi Nagar Metro Station	BAN/PD-07	86.00	16	16

Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years.



Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Average Annual Turnover in last three financial years (Amount Rupees in Lakhs) "A"	Networth at the close of immediately preceding financial year (Amount Rupees in Lakhs) "B"
17	Vasudev Nagar Metro Station	VUD/PD-01	23.95	12	12
18	Vasudev Nagar Metro Station	VUD/PD-02	12.44	11	11


Bidders submitting bids for more than one property business space shall have to fulfil the cumulative networth/turnover requirement of the property business spaces for which bid is submitted.

The Bidder can quote for multiple number of property business spaces, however while checking the eligibility of the Bidder, the networth/turnover requirement shall be added for each property business space for which bids are submitted. Accordingly, to qualify for the financial evaluation of proposal, the bidder may be required to satisfy the cumulative networth/turnover, as required for the number of property business spaces for which bids are submitted by him.

#### 17. BID FORM - III: Eligibility of the Bidder

The modified **BID FORM - III: Eligibility of the Bidder** is annexed separately as **Annexure "A" of CORRIGENDUM-I**. Which will be part and parcel of tender document.

The **CORRIGENDUM-I** shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.

 03/09/2020  
Executive Director (Procurement)

MAHA-METRO

Metro House, 28/2 Anand Nagar, C K Naidu Road,  
Civil Lines, Nagpur-440001





**BID FORM - III: Eligibility of the Bidder**

Dated:

**Name of Project:** Bid for "Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years."

**A. Average Annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date**

Name of Bidder	Turnover of Bidder (Rs. in Lakhs)		
	Year 1 (Year (2019-20))	Year 2 (Year (2018-19))	Year 3 (Year (2017-18))
Bidder			
<b>Aggregate Turnover for last three financial years</b>			
<b>Average Annual Turnover</b>			

OR

**B. Networth at the close of immediately preceding financial year.**

Name of Bidder	Net-Worth of Bidder (Rs. in Lakhs)
	As on 31 <sup>st</sup> March, 2020
Bidder	

(Signature of the Authorised Signatory) : .....

(Name and designation of the Authorised Signatory) : .....

(Name of the Bidder) : .....

**Certified by Statutory Auditor/Chartered Accountant:**





I/We, in our capacity as the Statutory Auditor/Chartered Accountant have verified the relevant statutory and other records of M/s .....  
[Name of Bidder], and certify that the above details in this Bid Form are correct.

**(Signature of the Statutory Auditor/Chartered Accountant)**  
**(Name and seal of the Statutory Auditor/Chartered Accountant)**

**Instructions:**

1. "The Bidder should provide details of its own Financial Capability as per "Clause Error! Reference source not found. - Qualification and Eligibility".
2. The Bidder shall attach copies of audited financial statements such as balance sheets and Profit and Loss Accounts for 3 (three) financial years immediately preceding the Bid Due Date. The financial statements shall:
  - (a) Reflect the financial situation of the Bidder.
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
4. In case this Bid Form consists of more than one-page, Statutory Auditor/ Chartered Accountant Authorised Signatory shall sign and seal on all pages.
5. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due falls within 3 (three) months of the close of the latest financial year.
6. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect on bidder's letterhead and the Statutory Auditor/Chartered Accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Accounts (Balance Sheet and Profit and Loss Account) for 3 (three) financial years immediately preceding the year for which the Audited Annual Accounts (Balance Sheet and Profit and Loss Account) is not being provided.

