

Maharashtra Metro Rail Corporation Limited Nagpur

Date: 09/05/2017

Corrigendum I

Name of Work: Request for Proposal (RFP) Development and Operation of Part of Land Demarcated for Property Development at Khapri Metro Station of Nagpur Metro Rail Project on Public Private Partnership (DBFOT) Basis

Tender no: N1PD1-02/2017, Dated 11.04.2017

E-Tender S. No. (As Per Portal) – 86

| Sr. No. | Pre-bid Queries from Bidder | Clause from the RFP Document | Maha Metro's Reply |
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| 1 | <p>Our preliminary estimate for the cost of project is around INR 6 crores and to raise the necessary funds we will need to mortgage the complete building with all furniture and fixtures and the land on it is constructed with a financial institution. While going through the RFP, it has come to our notice that that clause 1.1.4 mentions that Nagpur Metro land parcel/s or part cannot be mortgaged. However, if the land on which the building is standing cannot be mortgaged, it would become almost impossible to raise the necessary funds from any financial institution. Hence we suggest that the land parcel be allowed to be mortgaged along with the building thereon at least for a period of first 15-20 years, although the project tenure is for 50 years.</p> <p>We have already executed a BOT (Build Operate Transfer) Project where we have been permitted to mortgage the land for a period of 20 years.</p> | Clause 1.1.4 of RFP Document | <p>Mortgage of Project site is not allowed as per the RFP Document, However your attention is drawn to "Point no. 8 of Page 92 of the RFP Document" which would suggest ways of obtaining Project Financing.</p> <p>The para is reproduced below :</p> <p><i>"It is clarified that the Maha-Metro (NAGPUR METRO) Land parcel/s or part thereof shall not be mortgaged by the Concessionaire in any manner whatsoever. However, for raising finances through debt/equity, the Concessionaire will have the development rights for the project as per the Concession Agreement. Further, the Commercial Development Project including but not limited to structures, buildings, assets, utilities and facilities constructed on Reserved Metro Land parcels shall vest with the Authority after expiry of the Lease Period or earlier termination, as the case may be, and the Authority shall be deemed to have acquired all rights, title and interest in such assets, free from any encumbrances, charges or lien, whatsoever, and no compensation/residual value shall be payable by the Authority to the Developer in this respect."</i></p> |

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| 2 | <p>As.per Clause 2.2.2 (A) of the RFP Document, From the above Clause we understand that, the experiance in any one from Development OR in operations and Maintenance is required. Thus we request you to kindly confirm the same.</p> <p>Clause 2.2.2 (A) reads as - Technical Capacity: For demonstrating technical capacity and experiance (the "Technical Capacity"), the Bidder shall over the past 5 (five) financial years immediately preceding the Bid Due Date, have experiance in the development, operations and maintenance of any one of the following Eligible projects:</p> <ul style="list-style-type: none"> - One similar project having built up area not less than 80% of 1700 Sqm. having minimum project cost of Rs. 300.00 Lakhs. - Two similar projects, each having built up area not less than 50% of the 1700 Sqm having minimum project cost of Rs. 175.00 Lakhs, - Three similar projects each having built up area not less than 40% of 1700 Sqm Built Up Area having minimum project cost of Rs. 100.00 Lakhs. | Clause 2.2.2 (A) | <p>The experiance of Bidder can be considered as eligible experiance if the bidder has experiance of both Development and Operations and Maintenance of the project claimed over the past 5 (five) financial years immediately preceding the Bid Due Date.</p> |
| 3 | <p>Please clarify if it is possible to transfer the project as on basis to any other party after it is allotted.</p> | | <p>The project shall be owned by the SPC Company. Full (100%) transfer of project is not permitted as per the RFP Document, however the Change of Ownership is permitted subject to fulfillment of "Clause 5.3 Obligations relating to Change in Ownership" of the Draft Concession Agreement.</p> |



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| 4 | It is usual practice of rent increment of Rent 15% pa for every three years. however in tender it is mentioned as 20% increment every three years. Please reconsider this clause. | | Not Accepted. The Clause in the Bid Document shall prevail. |
| 5 | We request you to relax the criteria for executing a tripartiate agreement every time we sublease part of the constructed premises | | <p>Accepted, the Developer shall be allowed to execute a bipartiate agreement for sub - leasing the builtup area within the project assets.</p> <p>However, it shall be mandatory for the developer to take prior approval from Maha Metro before such sublease.</p> <p>Additionally the Subleasing Agreement should be registered from the Sub-registrar Office and a copy of same should be submitted to Maha Metro Office within 10 days of execution of such agreement.</p> <p>Maha Metro shall inform the Successful Bidder about the procedure of obtaining such subleasing NOC and charges (if any) pertaining to it.</p> |
| 6 | Kindly consider the process adopted by Indian Railways for subleasing of premises. | | Kindly refer to point No. 5 above. |



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| 7 | Kindly allow change of ownership of the project from 3rd Year from the effective date. | | Not Accepted. The Clause in the Bid Document shall prevail |
| 8 | Additionally, the Developer should be allowed to dilute its stake in the Special Purpose Company upto 100%, the clause of minimum equity stake in the company should be removed. | | Not Accepted. The Clause in the Bid Document shall prevail |
| 9 | The Developer should be allowed to sublease the premises upto 100% of the builtup area of the premises instead of existing 49%. | | Not Accepted. The Clause in the Bid Document shall prevail |
| 10 | Kindly Extend the Last Date & Time of Submission of Bids | | <p>The revised bid schedule is as follows -</p> <p>a) Last Date & Time of Submission of Bids : 16.00Hrs at 22/05/2017</p> <p>b) Opening Bids : 16.30Hrs at 22/05/2017</p> |

S. H. Limb 9.5.17

General Manager/ (Procurement)
Maharashtra Metro Rail Corporation Limited