

MAHARASHTRA METRO RAIL CORPORATION LTD.

Licensing of commercial space, suitable for commercial retail and for bank (i-Banking / e- lounge) purpose, within Metro Stations at Khapri, Airport, Jaiprakash Nagar, Lokmanya Nagar, Subhash Nagar and Institution of Engineers of Nagpur Metro Rail Project for a period of 09 Years.

(Tender No: N1PD-15/2019 dated 03/09/2019)

Corrigendum No. - I

Part "A" - Replies to Queries dated 05.10.2019

Sr. No.	Queries Raised	Maha-Metro's Reply
1.	We request you to allow the LPG Gas based cooking within the tendered space.	At present, LPG Gas based cooking is not permitted in the metro station premises. However, Maha-Metro is exploring the possibility of installation of LPG Gas Bank at the metro station premises. If the said is installed, Maha-Metro shall allow the LPG Gas based cooking to the Licensee who opt for pre-paid connections from Maha-Metro. The Installation of LPG Gas Bank is subject to technical and financial feasibility and shall be without any binding obligations.
2.	Grant us the permission to sub-lease the area taken on lease/license.	Accepted. Clause 3.4 of Draft License Agreement is modified accordingly, Refer Part "B" of Corrigendum-I
3.	Maha-Metro must ensure at least 20 scooter parking space along with at least 1 Car Space is exclusively	Exclusive parking is not available at the Institution of Engineers Metro Station.

Sr. No.	Queries Raised	Maha-Metro's Reply
	reserved for the Successful Bidder at IOE for PD 01 space having area of 78.68 Sqm.	In the event, Maha-Metro develops additional parking, the same can be used by the Licensee.
4.	It is understood that the civil construction work, window, door, internal electrification etc. shall be executed by Maha-Metro at its own cost.	<p>Maha-Metro shall provide the property business space in the form of bare shell structure. The bare shell structure shall include basic infrastructure like Indian Patent Stone (IPS) flooring, exterior walls, door, window, electric supply and provision for fire fighting arrangement at one point within the license space.</p> <p>In case of any incomplete works amongst the one stated above, the same will be completed/provided by Maha-Metro before handing over of the PB space.</p> <p><i>The "Clause 2.4. Works to be executed" of Draft License Agreement</i> briefly included the details of work to be executed by the bidder. The clause is self-explanatory.</p>
5	Washroom facility should be provided by Maha-Metro in unpaid area as students and staff coming to the tutorial may occasionally need washroom facility.	At present, washroom facilities are not available in the unpaid areas of the metro Station. Maha-Metro shall explore the possibility of providing access to the licensee or its visitors. If found feasible, the same shall be provided to the Successful Bidder. Provision of toilet facilities shall be without any binding obligations.



Sr. No.	Queries Raised	Maha-Metro's Reply
6	The energy tariff per unit may kindly be confirmed as it would lead to expenditure on monthly basis.	The energy tariff per unit shall be as per the commercial tariff usually charged by MSEDCL or its authorised agency, subject to timely revisions.
7	The License/lease should be extended by further period of 09 years or alternatively provision of first right of refusal may be incorporated in tender.	Partially accepted. The Successful Bidder shall have " First Right of Refusal " at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro and the Successful Bidder participates in the tender invited then and agrees to match the highest bid received.
8	May kindly extend the last date of submission up-till 31.10.2019	Accepted.

The Reply to Queries shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.



Executive Director, Procurement

MAHA-METRO

Metro House, 28/2 Anand Nagar, C K Naidu Road,

Civil Lines, Nagpur-440001

MAHARASHTRA METRO RAIL CORPORATION LTD.

Licensing of commercial space, suitable for commercial retail and for bank (i-Banking / e- lounge) purpose, within Metro Stations at Khapri, Airport, Jaiprakash Nagar, Lokmanya Nagar, Subhash Nagar and Institution of Engineers of Nagpur Metro Rail Project for a period of 09 Years.

(Tender No: N1PD-15/2019 dated 03/09/2019)

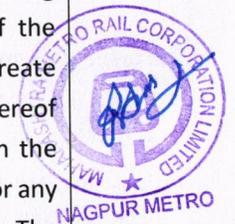
Part "B" - Corrigendum dated 05.10.2019

Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
1	"Clause 4.1 General Terms and Conditions Point No. 6" of the RFP Document	New Clause	The successful bidder shall be entitled to sub-license the tendered/ licensed space with prior approval of Maha-Metro. However, for any such sub-license the guiding principles as detailed in Draft License Agreement shall be scrupulously observed.
2	Clause 3.4 of the Draft License Agreement	Restriction on sub-leasing/sub-licensing the use of the Licensed Area or any part thereof	Sub-Licensing The successful bidder/licensee shall be entitled to sub-license the licensed space with the prior approval of Maha-Metro. However, for any such sub-license the following guiding principles shall be scrupulously observed.



Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
3	Clause 3.4 (a) of the Draft License Agreement	The Licensee shall not be entitled to sub-license/sublease the tendered/ licensed space.	The successful bidder/licensee shall be entitled to sub-license, the licensed space, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of the License Agreement (Co-terminus), including on sooner termination of the License Period for any reason whatsoever. The Sub-Lessee shall have no right to further sub lease the premises.
4	Clause 3.4 (b) of the Draft License Agreement	The Licensee shall not assign any of its rights (including but not limited to sub-leasing/sublicensing, marketing, promotion etc.) or interest in respect to the license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.	All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee's rights, and further that the successful bidder / licensee/sub-licensee shall not have any claim or seek any compensation from Maha-Metro for any such termination.
5	Clause 3.4 (c) of the Draft License Agreement	New Clause	The successful bidder (Licensee) shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Bare Space based on terms and condition of License Agreement between Maha-Metro and successful bidder.

Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
			<p>The format of standard Sub-License Agreement shall be approved by Maha-Metro before execution of any sub-license to third party.</p> <p>In case of any deviation from the above-mentioned standard draft sub-license agreements, the successful bidder shall obtain the prior written consent and approval of Maha-Metro before entering into an agreement with a sub-licensee. Maha-Metro reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.</p> <p>The agreement executed between Maha-Metro and the Successful Bidder shall form part of the sub-lease agreement.</p>
6	Clause 3.1.2 of the Draft License Agreement	Nothing contained herein, including the act of granting permission to develop the Licensed Space(s) and use of the developed licensed Area or any part thereof shall vest or create any proprietary interest in the Licensed Area or any part thereof including any permanent fixtures, fittings, etc. installed in the Licensed Area in favour of the Licensee or any part thereof or any other person claiming through or under the Licensee. The Licensee shall not in any manner sell, transfer,	Nothing contained herein, including the act of granting permission to develop the Licensed Space(s) and use of the developed licensed Area or any part thereof shall vest or create any proprietary interest in the Licensed Area or any part thereof including any permanent fixtures, fittings, etc. installed in the Licensed Area in favour of the Licensee or any part thereof or any other person claiming through or under the Licensee. The Licensee shall not in any manner sell, transfer, assign, mortgage,



Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
		assign, sub-lease, sub-license , mortgage, charge, create any lien or otherwise encumber or deal with the Licensed Area in any manner whatsoever.	charge, create any lien or otherwise encumber or deal with the Licensed Area in any manner whatsoever.
7	Clause 5.1.3 of the Draft License Agreement	Sub- Licensing: Licensee shall not be entitled to sub-license the licensed space allotted to him.	Sub- Licensing: Licensee shall be entitled to sub-license the licensed space allotted to him subject to conditions as stipulated in clause 3.4 of the Draft License Agreement.
8	Date and Time of Submission of Tender	Online submission up-till 16.00 Hrs on 22/10/2019 on Maha-Metro's e-tender portal.	Online submission up-till 16.00 Hrs on 31.10.2019 on Maha-Metro's e-tender portal.
9	Date and Time of Opening of Technical Bid	On 22/10/2019 at 16.30 Hrs at 'Metro House', 28/2, Anand Nagar, Civil Lines, Nagpur – 440001.	On 31.10.2019 at 16.30 Hrs at 'Metro House', 28/2, Anand Nagar, Civil Lines, Nagpur – 440001.

The **Corrigendum No. 'I'** shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.



Executive Director (Procurement)
MAHA-METRO
Metro House, 28/2 Anand Nagar, C K Naidu Road,
Civil Lines, Nagpur-440001