



No: D/EE (Spl.Pr.)CZ/2017-18/97

Dated:23.02.2018.

Subject:- Redevelopment/Re-construction of multilevel underground car parking along with commercial complex at Gandhi Maidan Car parking through a developer by allotting commercial space on Lease basis City- SP Zone.

NIT No. 09 dated: 23.01.2018 (Tender No. 299674)

A pre bid meeting was held on 12.02.2018 in office Chief Engineer wherein the bidders have attended the pre bid meeting and raised queries. The clarification on said queries is as under:-

#	Clause No.	As per RFP	Clarification Sought	Clarification
1	NIT. – 1st Para	NIT No. 09 dated: 23.01.2018(Tender No. 299674) -Notice Inviting Bids for participation in e-tendering for “Leasing out of plot measuring 18524 Sqm along with built up single basement car parking, Gandhi Maidan” ‘as is where is’ basis located on H.C Sen Marg in Chandni Chowk, Delhi	As is where is basis is applicable within the plot however the shops of Bapu Market which is the front of the multi-level plot will be got removed by the corporation before the submission of the bids as the Bid Security amount is very huge. This is essential as the shops will be a hindrance in the overall project and circulation network.	The concerned departments of Corporation have been asked to remove the shops of Bapu Market. The site of Gandhi Maidan will be handed over to the successful bidder after removing/ shifting the shops of Bapu Market at the time of execution of the agreement. The clear handing over of site shall be on payment of 25% with shifting of Bapu Market.
			Please note that there is an Under Ground Metro Station adjoining to the Gandhi Maidan. As multi-level basements to be developed for parking, an NOC is needed from DMRC. Please confirm if the same has been obtained by the corporation. or	The matter has been pursued with DMRC for obtaining NOC to implement the Gandhi Maidan parking project. DMRC is of the view that “if the proposed construction is outside the influence zone then NOC is not required from DMRC and if it falls within

			corporation to obtain before the submission of the bids.	<i>het influence zone, permission will be granted on case to case basis based on detailed architectural and structural drawings.”</i> Accordingly, bidder has to submit the architectural and structural drawing of the project for obtaining NOC from DMRC if required by the bidder.
2	Page No. 5 Ist Para	The information contained in this Request for Proposal (“RFP”) Document, or subsequently provided, whether verbally or in documentary or in any other form, by or on behalf of North Delhi Municipal Corporation (“North DMC”), or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as North DMC may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a proposal.	Both these clauses are contradictory. Pls confirm.	Clause No. 2.11.3/ Page No. 28 is self explanatory that verbal clarification/instructions if any and information given by North DMC or its employee or representatives shall be confirmed by in writing in 24 hours then it will be applicable.
3	Page No. 28 Clause No. 2.11.3	North DMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and		

		interpretations issued by North DMC shall be deemed to be part of the RFP Document. Verbal clarifications and information given by North DMC or its employees or representatives shall not in any way or manner be binding on North DMC.		
4	Page 4, 2nd Para Latest fee RP Cell Table LMV, MMV , HV	The Leasee shall operate and maintain the parking facility for the prescribed period 5 years as per the Lease Agreement.	Pls define rates of parking to be charged by the developer / lessee for operations of parking for 5 years.	The rates for parking shall be Rs 20/- first two hours and Rs. 10/- for every additional hours subject to maximum of Rs. 50/- eight hours and Rs. 2000/- per month as monthly charges. These can be increased by 5% every 2 nd year. (Annexed 'A')
5		Bid Submission Dates		
		As per NIT : The last date of bid preparation and Harsh Submission is 15.02.2018	There is a confusion w.r.t the submission dates. Please reconfirm all the dates of submission of Financial Bid and Technical bid both online and physical.	(i) It is hereby clarified that the bidder has to submit the financial bid through online process only and latest by 08.03.2018. Subsequently, the bidder has to submit the technical bid along with EMD upto 12.03.2018 after submitting the financial bid.
		As per RFP : Last date for submission of technical bid manually alongwith EMD/ Bid Security is 23.02.2018	Minimum 14 days time is needed for submission from the date of clarifications of Pre-bid queries (in case Project Design Proposal is not required to be submitted. Minimum 2 Month is needed for submission from the date of clarifications of Pre-bid queries (in case Project Design Proposal is to be submitted.	
				(ii) The bidder is not required to submit the project design proposal before submitting the bid. However, the design proposal has to be approved

				by North DMC for executing the proposal at site.
6		Time of Completion		
		As per NIT the Time of Completion is 24 Months	Please clarify time period allowed for construction which shall start from the date of handing over the possession of site free from all encumbrances or sanction of building plans whichever is later.	Tender conditions will prevail. The 3 year construction period shall start from the date of handing over the possession of site free from all encumbrances or sanction of building plans whichever is later
	Page No. 55 Clause No. 2.5	The successful Bidder shall be required to complete the work of construction/development and commence the operation of parking within 3 years from date of handing over the possession of site	For executing a project of this scale a period of 4 years is needed.	
7	Page No. 18 Point f	the members of a Consortium shall form an appropriate SPC to execute the Project, if the Project is awarded to the Consortium;	Pls confirm if the bidder is TYPE 1 bidder i.e Single Entity (non- consortium), he will be allowed to form an SPC / SPV to execute the Project, if the project is awarded to him.	Yes it is already either single entity or consortium mentioned as per clause no 3.10.1 @ page no 49 of the RFP Document. The bidder has to constitute an SPC.
8		Bid Security		
	Page No. 24 clause no, 2.9.2	Bid Security of 39.04 Cr.	The said Amount of Bid Security of Rs. 39.04 Cr. is on the higher side. Kindly reduce the same to Rs. 10 Cr.	The bidder is permitted to pay EMD amount @ 2% of the reserve price alongwith the technical bid. Further, remaining 8% security deposit has to be submitted with North DMC after declaration of the highest bidder.
9	Page No. 24 clause no, 2.9.2	in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Lease Agreement	The draft lessee deed does not say anything about the Performance Security. Pls confirm.	The 25% payment has to deposited at the time of execution of the agreement and handing over of the Gandhi Maidan plot, as such performance security in not required.
	Page No. 25 clause no, 2.9.7	The Successful Bidder's Bid Security will be returned, without any interest, upon the Lessee signing		

		the Lease Agreement and furnishing the Performance Security in accordance with the provisions thereof. North DMC may, at the Successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Lease Agreement.		
	Page No. 26 clause no, 2.9.9.d	In case the Successful Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.		
10	Page No. 25 clause no, 2.9.3	Bank Guarantee having a validity period of not less than 360 (Three Hundred Sixty) days from the Proposal Due Date,	Pls reconfirm the Proposal Due Date.	As clarified in pre bid quarry no. 5
11		<u>Payment Terms</u>		
	Page No. 26 clause no, 2.9.3	<p>i. The successful Bidder shall have to deposit 25% of the sale price (less the amount of EMD), within 7 days from the date of receipt of such letter,</p> <p>ii. The balance 75% of the sale price will be paid by the</p>	<p>In PPP Projects the payment is spread over the period of the life cycle of the project. Payment of Rs. 390.04 Cr. within 60 days will have a huge Cost of Capital impact, which will make project unviable for the developer. We propose the following payment schedule :</p> <p>10% on LOI 15% on signing of</p>	<p>The payment schedule is modified as under:-</p> <p>i. The Bidder shall have to deposit security amount @10% (less the amount of EMD) of the sale price in the shape of DD or ECS / RTGS/ BG within 7 days with North DMC after declaration of highest bidder.</p> <p>ii. The</p>

		<p>successful Bidder, within 60 days of the issue of Demand-cum-Allotment letter by the North D.M.C.</p>	<p>contract and physical possession of land 25% after one year 25% after two years 25% after three years</p>	<p>additional 25% (less amount of EMD and bid security) of the total sale price in the form of DD / ECS / RTGS will be paid by the successful Bidder at the time of execution of the agreement with the corporation and physical possession of land free of all encumbrances (i.e after removal of Bapu Market). The BG's of EMD and security deposit shall be released at this stage.</p> <p>iii. The additional 25% of the total sale price will be paid by the successful Bidder, within 240 days reckoned from the date of signing of the contract.</p> <p>iv. The additional 25% of the total sale price will be paid by the successful Bidder, within 360 days reckoned from the date of signing of the contract.</p> <p>v. The final 25% of the total sale price will be paid by the successful Bidder, within 450 days from the date of signing of the contract.</p> <p>In case of any delay of payment for more than 10 days, an interest as per tender condition</p>
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				shall be paid by the successful bidder on the amount payable.
			<p>The lease deed may be executed after the full and final payment to corporation by the successful bidder.</p> <p>To execute the project a Concession Agreement may be executed. A draft copy of the same shall be provided by the corporation at the time of release of clarification of pre-bid queries.</p>	<p>There is a provision in this bid to lease out the land of commercial area for a period of 99 year on receipt of full payment as approved by Standing Committee/ Corporation.</p> <p>Accordingly, lease agreement will be executed after receiving the full and final payment. However, an agreement will be executed for execution of work with the successful bidder after issuing of LOI incorporating the terms and conditions of NIT, reply to quarries raised in pre bid meeting, general conditions of North DMC, particular conditions, specifications etc mentioned in bid documents .</p>
12		Technical Eligibility		
	Page No. 36 Clause no. 3.2.1	For demonstrating technical capacity and experience (the “Technical Capacity”), over the past 5 (five) financial years preceding the Proposal Due Date shall be considered.	<p>Please confirm the period during which the projects will be considered eligible as there is a confusion of last 5 years and 7 years.</p> <p>We request to consider projects completed during last 10 years ending</p>	Detail of project completed during the last 7 years ending as on December’ 17 shall be considered.
	Page No. 37	For the purpose of this RFP Document: The Contractor should have experience of	December 2017. Kindly confirm.	

		having successfully completed multilevel parking or multi storey building works during the last 7 years ending December-2018		
	Page No. 38 Clause no. 3.2.3. d	the entity claiming experience shall, during the last 5 (five) financial years preceding the Proposal Due Date,		
	Page No. 41 Clause No. 3.3.1	The Bidder should furnish the details of Eligible Experience for the last 7 (Seven) financial years immediately preceding the Proposal Due Date.		
13	Page No. 37	For the purpose of this RFP Document: The Contractor should have experience of having successfully completed multilevel parking or multi storey building works during the last 7 years ending December-2017.	We understand that under multi storey building works project of commercial / Residential / Township etc shall be considered as eligible projects. Pls confirm..	Confirmed.. the same shall be considered.
14	Page No. 37	Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4 and/or undertaken any civil construction work at least 10 m below ground level that qualify under Clause 3.2.4	Kindly reduce to depth of at least 10 m below the ground level to 6 m.	The minimum two level basement or 10 meter depth both will be considered.
15	Page No. 37	One completed work of any nature (either part of (i) or a separate one) costing not less	Please also allow 2 projects each of Rs. 80 Cr.	As per amended condition in CPWD works manual, the instant condition of Government project is

		than Rs. 156.00 Cr must be with some Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector undertaking.		deleted. Other conditions will remain same.
16	Page No. 38 Clause no. 3.2.3. a	It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, Lease or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity	We understand that “NON PPP projects on NON BOT, BOLT, BOO, BOOT, of following nature developed by the bidder as developer are eligible projects : Commercial Building with basement for min 1000 Cars Parks. Residential Building with basement for min 1000 Cars Parks. Township Project with basement for min 1000 Cars Parks.	“NON PPP projects on NON BOT, BOLT, BOO, BOOT, of following nature developed by the bidder as developer are eligible projects : Commercial Building / Hospital with basement for min 1000 Cars Parks. Residential Building with basement for min 1000 Cars Parks. Township Project with basement for min 1000 Cars Parks.
17	Page No 40	C. Performance of Works (Time over run) D. Performance of Works (Quality)	Non relevant. Shall be waived off. Accordingly the Marks of other Attributes shall be modified.	As per tender conditions.
18	Page No. 42 Clause No. 3.4.1	The Proposal must be accompanied by the Solvency Certificate from the Bank.	The Banks need minimum 14 days to issue the Solvency Certificate. Kindly allow sufficient time i.e 21 days from the date of pre-bid clarification so that the same may be	Solvency Certificate to be submitted by the bidder at the time of declaration of highest bidder.

			<p>availed or allow the bidder's Chartered Accountant to issue the same and the Solvency certificate from the bank may be submitted by the successful bidder before issue of LOI.</p>	
19	Page No. 43	PART – II Technical Proposal – Project Design Proposal	<p>As the proposed design will depend on the depth allowed below the ground level and height allowed above the ground level for which Permissions / NOCs will have to be taken from the Delhi Metro & DDA respectively, this requirement of Project Design Proposal shall be waived off. The same may be provided by the successful bidder for due approval of the concern authority of the corporation.</p> <p>Accordingly the clause no 1.2.2 at page no 14 and clause no 1.2.3 at page no 15 shall be modified to submission of 2 envelopes (only Qualification proposal and Price Proposal) instead of 3 envelop submission. Also the requirement of Project Capital Outlay as per Page no 80 shall be waived off. Pls confirm</p> <p>Also Site plan is not provided in the RFP which is needed for the Design. Pls note that a detailed design will take 2 months. Incase if the design is submitted at this stage pls confirm if the developer will be</p>	<p>Project Design Proposal with Project Capital outlay to be submitted by the successful bidder before taking up the construction work.</p> <p>2 envelopes (technical bid and bid security) is allowed. The financial bid has to be submitted through online system North DMC only.</p> <p>Site Plan Attached herewith.</p>

			allowed to make changes while executing the project.	
20	Page no 42 Clause no 2.1	The parking standards are mentioned in MPD-2021 will be applicable for this purpose is as under	Please also add "Automated Multi Level Lifts – 16 Sq mts per ECS in the given table.	Also will be considered.
21	Page No. 55 Clause No. 2.3	The height of the building shall be limited to 15.00 metres.	The height of the building shall be as per MPD2021. All other development control norms will be as per MPD2021 and Unified building bylaws for Delhi 2016.	Will be considered as per MPD- 2021 & UBBL 2016.
22	Page No. 54 Clause No. 2.1	The successful Bidder (hereinafter also referred to as the "purchaser") shall have to construct minimum parking space of 2338 ECS (Equivalent Car Space).	As per MPD 2021 permissible parking spaces on 100 FAR will for plot size of 18524 mts at 3 ECS per 100 sqmts (commercial norms) works out to 556 ECS. 3 times additional spaces which is mandatory comes to 1668 ECS. Thus Total is 2224 ECS instead of 2334 ECS. Pls reconfirm. Accordingly the developer to handover 1668 ECS instead of 1754 (mentioned as per draft lease deed).	Shall be as per MPD 2021.
23	Page No. 59 Clause no. 7.3	The Commissioner, North DMC may extend the last date of payment of the balance premium/amount upon satisfying himself that sufficient reasons exist for doing so, upto a maximum of 60 days subject to payment of interest on the balance premium/amount @ 12.50% per	Normally now a days interest @ SBI Prime landing + 2% is levied in majority of RERA Regulation. Corporation to also follow the same. Pls confirm.	RFP conditions will prevail

		annum,		
24	Page No 59 Clause no. 8.1	After making payment of 25% by the successful bidder, Leasee agreement will be executed between North DMC and successful bidder. Subsequently, the bidder may obtain NOC from statutory authority just like DMRC, ASI, DUAC & Airport Authority etc.	Pls confirm that the required Authority letter / POA will be issued in favour of the developer in order to coordinate for these approvals and also to obtain utility connections e.g Electricity / water or any other approval /NOCs which is required to develop the project.	The successful bidder may obtain NOC from statutory authority just like DMRC, ASI, DUAC and Airport Authority, NDPL, BSES, DJB etc after making payment of 25% of contract value to expedite the progress of project. All required support / authority letter shall be provided by North DMC.
25	Page No 59 Clause no. 8.2	After the payment of full amount of sale price or any other amounts payable under these conditions is made by the successful Bidder to the North D.M.C, the possession of the plot free from encumbrances will be handed over to the successful Bidder within 15 days.	Physical possession of the plot free from all encumbrances shall be on 25% payment.	The possession of the plot free from encumbrances (also after removal of Bapu market) will be handed over to the successful Bidder at the time of signing of the agreement after making a payment of 25%.
26	Page No. 84	Technical Capacity of the Bidder	Regarding Column No. 8 "Experience Score" pls confirm if the bidder has to put the amount after taking into consideration the Factors as per "Table 3.2.6: Factors for Experience across categories" or the actual amount and the factoring will be done by the corporation while doing the Technical Evaluation.	As per bid document.
27	Page No. 86 - 89	Appendix - 6 - Financial Capacity of the Bidder	As per RFP these Appendix needs to be issued by the Statutory Auditor. Pls allow the Chartered Accountant of the bidder to issue the	Statutory Auditor / Chartered Accountant is allowed to issue / certify Appendix 6 & 7 or any other required document.
	Page No. 90 - 96	Appendix - 7 - Details of Eligible Projects		

			same.	
28	Page No. 119	Financial Proposal	Please advise if the bidder has to quote the amount of financial bid over and above the Minimum Reserve Price (MRP) of Rs. 390.04 Cr or the financial proposal has to be inclusive of Minimum Reserve Price.	The financial bid has to be inclusive of the MRP of Rs. 390.04 Cr.
		<u>Lease Deed</u> <u>Remarks : Pls note that Lease deed to be executed after making the full and final payment to the corporation by the successful bidder. The draft of the lease deed as per tender document shall be part of the agreement.</u>		
29	Page No. 61 Clause No. A (i)	The Lease Deeds shall be executed any time after executing Commercial Operation Deed (COD).	Please provide Draft of the Commercial Operation Deed (COD) also.	The completion-cum-occupancy certificate shall be obtained from North DMC for commercial operation.
30	Page No. 62 Clause No. A (iii)	The Lease Deeds shall be for a period of 99 years from Effective Date, whether executed on such date or thereafter, and the term of Lease Deeds shall be renewable based on the prevailing policy of North DMC, at the sole discretion of North DMC.	The Lessee shall be given RIGHT OF FIRST REFUSAL. Kindly incorporate the same.	As per tender conditions.
31	Page No. 62 Clause No. 1	Lessor has right to get construct the additional equivalent car spaces (ECS) through leasee at the cost of leasee for commercial area as per MPD-2021 if required.	Please mention Ratio of Sharing of additional ECS and also confirm if the cost of construction of additional ECS will get adjusted against the Minimum Reserve Price alongwith Bid price. The additional ECS	As per tender conditions.

			bid price should be as per terms of bid price.	
32	Page No. 62 Clause No 2	The Lessee shall pay to the Lessor, a payment of Rs. 10 per square feet of the Leased area per year to be increased at the rate of 20% for every succeeding block of 10 years (“the Lease Payment”) during the Lease Period within 30 days of anniversary of signing of this Lease Deed. Non payment of Lease for more than six months shall lead to automatic termination of this Lease deed.	The payment of Rs. 10 per sqft shall be payable by the sub – lessee. Pls confirm. Kindly allow 1 year instead of 6 months for automatic termination of the sub-lease.	Considered. As per tender condition only 6 months shall be allowed.
33	Page No. 63 Clause No 6	The Lessee shall indemnify and keep indemnified the North DMC from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.	Except for those pertaining to period prior to the effective date. Add :except for reasons beyond reasonable control of the lessees or force majeure.	As per bid document.
34	Page No. 64 Clause No. 15 (i)	The Lessee shall, following the construction and completion of the Commercial Facility, in full or part, and until the	The lease shall undertake the maintenance of common area of the Corporation’s Part of Multi Level Car Parking till its hand	Agreed to...

		<p>end of the Lease Period, undertake the maintenance of the Commercial Facility, including the common areas and the common facilities and amenities therein, by itself or through subcontractors in accordance with the applicable laws and good industry practice; provided that the appointment of subcontractors shall not relieve the Lessee of its obligations herein.</p>	<p>over to the corporation by or before January' 2026.</p> <p>As per RERA buyer's association has been made who should be handed over the building for independently maintenance of the building from the handover. Pls confirm.</p>	<p>The maintenance shall be done by the lessee / sub-lessee for their portion including super area.</p>
35	<p>Page No. 66 Clause No. 23</p>	<p>In the event of either party committing breach of any of the terms and conditions of this Agreement and failing to remedy or make good such breach within 30 days of the receipt of notice in writing from the other party, such other party shall be entitled to revoke this Agreement by giving the other party a notice of 15 (Fifteen) days in writing, without payment of any compensation whatsoever.</p>	<p>Please define essential terms and conditions of revocation, categorise breach</p>	<p>As per bid document.</p>
36	<p>Page No. 66 Clause No. 26</p>	<p>In case of failure to handover the peaceful possession of vacant Leased premises under the Clause 25 and 26</p>	<p>PP Act to be replaced with Arbitration Act.</p>	<p>As per bid document.</p>

		of this Agreement, action under PP Act may be taken by North DMC		
37			Kindly add the clause of Refund along with % interest to be paid by corporation to the successful bidder if the NOCs from other agencies like Metro / ASI / DUAC or any other concern agency is not provided or any stay order by Court/Govt., (statutory authority) due to any reason.	As per bid document.
38			Add a clause that all previous dues / attachments will be taken care by the corporation before the date of the lease deed.	All pending due will be settled by North DMC.
39			Please find Arbitration Clause mentioned as under: All the disputes arising out of or touching upon or in relation to the terms of this Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicable by mutual discussion failing which the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force.	PP Act applicable.

		share capital of the SPC;		
	Page No. 42 Clause no. 3.4.3	In case of a Consortium, only one Consortium Member shall be allowed to put forth its capability for each of technical capability and financial capability (net worth or aggregate net cash accruals) provided that such Consortium Member has and shall continue to have an equity share of at least 26% (twenty six percent) of the subscribed and paid up equity in the SPC for a period of 2(two) years from the date of commercial operation of the Project.		
42	Page 40 clause e	Personnel and Establishment.	Pls confirm what all documents are to be submitted in this regard. We suggest that the bidder shall submit an undertaking / confirmation letter of having these requirements and the successful bidder may submit the required the proof of the same at the time of signing of the contract. Also there is a mismatch w.r.t the total marks i.e of Plant and Equipment category.	i. The personnel and establishment are required for considering the technical requirement of the bidder for qualifying in technical bid. The necessary detail has to be submitted with technical bid. The mark matter has been updated. ii As per amended condition in CPWD works manual, the instant condition of Plant and equipment is deleted.
	Page 41 Clause f	Plant and Equipment		
				Other conditions

				will remain same.
43	Page No. 30 point no xii	Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years; and	Pls confirm if the annual reports of last 2 / 3 or 5 years are to be submitted.	The Annual Report, balance sheet, financial statement and annual report of last three year have to be submitted with technical bid. Already explained above item no 43.
	Page 89 Point No. 1	The Bidder/ its constituent Consortium Member shall attach copies of the balance sheets, financial statements and Annual Reports for 2 (two) years preceding the Proposal Due Date.		

The above clarification is being circulated among all concerned & is to be treated as part and parcel document of original RFP document.

__Sd__

EE (Spl.Pr)

Copy to: Dy. Director (IT) with the request to upload the minutes of pre bid meeting (as part of tender no. 299674) on website of Corporation for wide publicity among all concerned.