

CORRIGENDUM - II

PART-A (Replies to Bidders Queries)

Name of Work: Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years

Tender No: N1PD-17/2019 dated 29/11/2019

Sr. No.	Queries/ Suggestions	Reply
1	Entry of Ground floor to be shifted more toward front of the road.	The Successful bidder will have to submit the plans showing amendments/modifications required in the Property Business Space for Maha-Metro's Approval. Maha-Metro shall after checking/scrutinising the technical feasibility of the proposal, may provide approval for the proposed amendments/modifications. Maha-Metro reserves the right to approve the amendments as proposed by Successful Bidder.
2.	Front side to be allowed full glass facade.	The Successful bidder will have to submit the showing amendments/modifications required in the Property Business Space for Maha-Metro's Approval. Maha-Metro shall after checking/scrutinising the technical feasibility of the proposal, may provide approval for the proposed amendments/modifications. Maha-Metro reserves the right to approve the amendments as proposed by Successful Bidder.
3	Lock in Period max 3 years.	Refer Clause 3.3 (d) of the Draft License Agreement, the Lock-in period is restricted to 3 years only.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Queries/ Suggestions	Reply
4	The agreement should be for 15 years and not 9, as lot of investment needs to be made in the property and it cannot be recouped in 9 years.	Accepted. The Annual License Fee shall be escalated by 5% after every year on compounding basis.
5	Right of first refusal should be with the occupier on new rates after end of 15 tears.	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.
6	Escalation should be 15% every three years, that is industry Practice or 25% after every 5 years.	The Annual License Fee shall be escalated by 5% after every year on compounding basis.
7	Maintenance should not be more than Rs. 5 per sft. nowhere in Nagpur it is more than that except air-conditioned Malls.	Not Accepted.
8	Kindly extend the bid due date by 7 days.	Documents on sale stands modified as: Documents can be downloaded from 17.00 Hrs. on 03/12/2019 to 16.00 Hrs of 10/01/2020 from Maha-Metro's e-tender Portal. Last Date and time of submission of Tender stands modified as: Online submission up to 16.00 Hrs on 10/01/2020 at Maha-Metro's e- tender portal (https://mahametrorail.etenders.in). Date and time of opening of tender stands modified as: On 10/01/2020 at 16.30 Hours or as decided by the authority at "Procurement Section, First Floor, Metro Bhavan, East High Court Road (VIP Road), In Front of Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur – 440010".



PART-B (Addendum)

Name of Work: Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years

Tender No: N1PD-17/2019 dated 29/11/2019

Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
1	"Clause 4.5.4" of Volume – I (RFP Document)	There shall be a lock in period of three (5) 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 date of commencement of agreement/ handing over of licensed space.
2	"Clause 4.5.5" of Volume – I (RFP Document)	The Successful bidder shall have option to exit from the License Agreement immediately after completion of lock in period of 5 (five) years. For it, the Successful bidder shall have to issue 180 days prior notice to MAHA-METRO. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after three (5) years. The exit clause shall be as per provisions Draft License Agreement annexed as Volume - II.	The Successful bidder shall have option to exit from the License Agreement immediately after completion of lock in period of 03 (three) years. For it, the Successful bidder shall have to issue 180 days prior notice to MAHA-METRO. Such prior notice intimation can be given after two and half (2 ½) years however option to exit will be available only after three (3) years. The exit clause shall be as per provisions Draft License Agreement annexed as Volume - II.
3	"Clause 4.6.7" of Volume – I (RFP Document)	The Annual License Fee shall be escalated by 20% after every three Years on compounding basis.	The Annual License Fee shall be escalated by 05% after every Year on compounding basis.



Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
4	Point No (d) of BID FORM – VIII: Format for Financial Bid, of Volume – I (RFP Document)	The recurring payments such as Annual License Fees shall be escalated by 20% after completion of every three year of license period, on compounding basis.	The recurring payments such as Annual License Fees shall be escalated by 05% every year of license period, on compounding basis.
5	Clause 3.5 of the Draft Concession Agreement	New Clause	The Licensee 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 Licensee participates in the tender invited then and agrees to match the highest bid received.
6	The Annual License Fees “Clause 4.1.2 (g)” of Draft License Agreement	The Annual license fee shall be escalated by 20% on compounding basis after completion of every three (3) years .	The Annual license fee shall be escalated by 05% on compounding basis every year .
7	Security Deposit “Clause 9.2.6” of Draft License Agreement	The Interest Free Security Deposit shall be escalated by 20% on compounding basis after completion of every three (3) year.	The Interest Free Security Deposit shall be escalated by 5% every year on compounding basis.
8	License period “Clause 3.3” of Draft License Agreement	Licensee shall have option to exit from the License Agreement immediately after completion of lock in period of 3 (Three) years. For it, Licensee shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after three (03) years.	Licensee shall have option to exit from the License Agreement immediately after completion of lock in period of 3 (Three) years. For it, Licensee shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after two and half (2 ½) years however option to exit will be available only after three (03) years.



Sr. No.	Clause Number/Description	Existing Clause	Modified Clause
9	Article 9 Security Deposit "Clause 9.1.5" of Draft License Agreement	<p>The Interest Free Security Deposit for the Property Business Spaces shall be equal to 100% of first year's Annual Licene Fees and shall be renewed every three years for similar amount after incorporating escalation.</p> <p>The interest free security deposit is proposed to be recovered in manner as follows –</p> <ul style="list-style-type: none"> o Up to Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer. o For mount more than Rs. 10 Lakhs, first Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer; amount exceeding Rs. 10 Lakhs, minimum 50% in the form of DD/PO/ Online Account transfer (subject to maximum of Rs. 50.00 Lakhs) & balance amount in the form of Bank Guarantee. 	<p>The Interest Free Security Deposit for each Property Business Spaces shall be equal to 100% of first year's Annual License Fees for that respective property business space. The Interest Free Security Deposit shall be escalated by 5% every year on compounding basis.</p> <p>The interest free security deposit is proposed to be recovered in manner as follows –</p> <ul style="list-style-type: none"> o Up to Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer. o For mount more than Rs. 10 Lakhs, first Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer; amount exceeding Rs. 10 Lakhs, minimum 50% in the form of DD/PO/ Online Account transfer (subject to maximum of Rs. 50.00 Lakhs) & balance amount in the form of Bank Guarantee.
10	Clause 3.1.1 (b) of the Draft License Agreement	<p>Subsequent to the Moratorium Period, to utilise the licensed space, at its own costs and risk, for carrying out activities stated at Point No. 2.2 (Error! Reference source not found.) during the License Period on the terms and conditions stated herein and derive income from it.</p>	<p>Subsequent to the Moratorium Period, to utilise the licensed space, at its own costs and risk, for carrying out activities stated at Point No. 2.2 (e) during the License Period on the terms and conditions stated herein and derive income from it.</p>



This Corrigendum No. 'II' shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.



Executive Director (Procurement)
MAHA-METRO