

**NOIDA METRO RAIL CORPORATION**

**Pre-Bid Queries & its Reply/Clarification**

**Date: 31.07.2023**

**Sub: Tender for Licensing of bare commercial space at Knowledge Park –II Metro Station in NMRC Network**

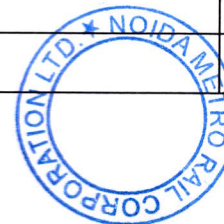
**Ref: E – Tender No. - NMRC/Bare PD Area/KP-II/280/2023**

**- Pre-Bid Queries Reply/Clarifications**

S. No.	Query raised by	Clause No. & existing Provision	Clarification Required	Rationale for the Clarification or Amendment	Clarification/ Amendment by NMRC
1.	Query received from Ansa Retail Pvt. Ltd.		<p>We have seen in this tender there has no parameter to meet the Technical criteria; we suggest the following points for technical criteria which will make this project more potential and add more charm:</p> <p>(a) Bidder must be Leased/subleased/licensed/sublicensed/owned/developed at least <b>10,000 sqm</b> of built-up area in a maximum of <b>5 projects</b> with the presence of a minimum of <b>2 international brands</b>.</p> <p>(b) The Range of the product must be comparable both in terms of quality as per good industry practices.</p> <p>(c) Bidder must be operating/Leased/Subleased/licensed/sublicensed Owned/Developed at least international brands/outlets in <b>10 different locations</b>.</p> <p>(d) Bidder must be running the brand/outlets for at least the period of <b>one (1) year</b>.</p>		<p>This is as per the Standard policy of NMRC, and hence, no change in RFP/DLA condition.</p>



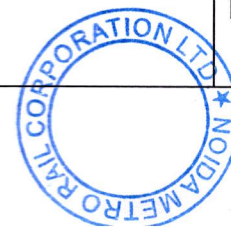
2.		Drawings are not enclosed in the Tender Document; can you share with us the drawings/Maps of the locations?		Drawing/sketch can be collected from the O/o DGM/PB, NMRC Ltd., Ganga Shopping Complex, Sec – 29, Noida – 201301
3		Escalation of @20% after every three years till 9 years is very much the higher side, based on the present market scenario it should be either 20% after every 5 years or reduced by 15 % after every three years.		This is as per the Standard policy of NMRC, and hence, no change in RFP/DLA condition.
4		Can the Moratorium period be increased in case of legitimate delay by The NMRC?		Shall be governed as per RFP/DLA conditions.
5		Is any extra charge if we created Mezzanine Floor on the site? If yes, then it is requesting you to please remove this because it comes within our premises and we are already paying the license fee for the entire area also we would also like to mention here that DMRC is not charging this thing.		This is as per the Standard policy of NMRC, and hence, no change in RFP/DLA condition.
6	Query received from Ansa Retail Pvt. Ltd.	Is there any mandate to place some primary branding material like standees, Pole signage, and board on the GF, and roadside, as we found low visibility in some locations, please clarify the same?		Kindly refer clause no. 11.7 (b) (viii).
7		Can we use outside spaces for standee, and express counter for branding/promotions?		If outside area is within NMRC jurisdiction, additional space can be given for standee and express counter. Such additional area can be allotted subject to feasibility and availability on pro rata chargeable basis.
8		Kindly confirm how many floors can be built in this space.		Floors can be created as per feasibility and as per the Terms & conditions of RFP/DLA.
9		Is a <b>Resto bar</b> allowed in metro premises, particularly in GF??		Please refer Annexure – 16 of RFP.



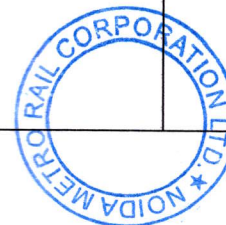
10			It is requested you kindly fit out period should start after the submission and acceptance of the plans, not the date of handing over of the area/Space because, after the area handing over, we have to get the drawings approval from the concerned authority, which is a time taking process.		This is as per the Standard policy of NMRC, and hence, no change in RFP/DLA condition.
11			Is there any escalation in IFSD also?		Kindly refer clause no. 6.1 at page no. 43 of 77
12			Is there any litigation on the project?		No
13			<p><b>Also, Require your Clarification on below Services:</b></p> <p><b>A) Parking:</b> Kindly let us know the availability of Parking spaces and free reserve for Bikes. We are required to have some dedicated spaces for parking.</p> <p><b>B) Gas Bank/IGL/PNG:</b> Provisioning of Gas Bank/IGL connection for cooking purposes at locations. As we require gas for the functioning of Owens, could you let us know the provision of a Gas Bank or IGL?</p> <p><b>C) Is any charge for usage of utility areas?</b></p> <p><b>D) Provision of Drainage?</b></p>		<p>A. Please refer Clause no. 11.7 b (vii) of Draft License Agreement (DLA), Page No. 51 of 77</p> <p>B. Please refer Clause no. 11.7 b (vi) of Draft License Agreement (DLA), Page No. 51 of 77</p> <p>C. Please refer Annexure – A (Note – 5 (a) of Draft License Agreement (DLA), Page No. 74 of 77</p> <p>D. Please refer Clause no. 11.7 b (i) of Draft License Agreement (DLA), Page No. 51 of 77</p>
1	Query of M/s Ansh Infomedia Pvt. Ltd.	RFP – NIT – Chapter-2, License Period :- Nine (9) years and can be further extendable for another six(6) years on mutual consent between parties with 1st right of refusal option	It should be clarified the meaning / purpose of this clause as the period of 9 years & 15 years makes lots of difference while evaluating the project. Meaning of Mutual Consent means Contractors consent is final or on what ground NMRC reject the extension. Further means of 1 <sup>st</sup> Right of refusal??	License Period :- Nine (9) years and can be further extendable for another six(6) years on performance of the contractor during the currency of	No Change in RFP/DLA conditions. The extension will be given on mutual consent & existing licensee have 1 <sup>st</sup> right of accept or refuse the extension offer.



				contract i.e. 9 years. However if License is not interested he can leave the contract but confirmation shall be given before 6 months before expiry of contract.	
2	Query of M/s Ansh Infomedia Pvt. Ltd	Chapter-4 of RFP e) Notwithstanding anything mentioned above, the successful bidder is required to adhere to the provisions of the prevailing master plan and the building bye laws of the authorities having jurisdiction over the tendered space for the development works to be undertaken.	Please provide the Provision of Prevailing Master Plan and Building Bye Laws of authorities having jurisdiction over the tendered space with governing rules & regulations	url Link of the same shall be provided	This is the standard clause. No Change in RFP/DLA conditions
3		Section-3 of DLA m) The Licensee shall responsible for obtaining the fire NOC (If required) from the concerned authorities at its own. NMRC may provide assistance (if required) in this regard.	For Fire NOC we shall be required building completion plan & other related documents, please clarify that the same shall be provided to successful bidder	Fire NOC requires Building Plan & other details & can be obtained in the name of Owner, please clarify	No change in RFP/DLA condition.
4		Section – 8 of DLA l) Permission for construction of mezzanine floor (if any) will be under the sole discretion of NMRC and as per site feasibility. If construction of mezzanine floor is not permitted by NMRC due to any reason, Licensee cannot seek any claim and compensation regarding this. The License Fee charging of mezzanine floor (if any) will be done @ 50% of the main commercial area license fee.	Discretion of NMRC not understood, as the site is very much clear, location is clear, height of offered space is clear then it would be appropriate on the part of NMRC that they should clearly mention that Mezzanine floor can be constructed or not on the payment of License Fee at the 50% of prevailing fees. It would be the License outlook to evaluated the project accordngy	Mezzanine floor if any will be allowed on the payment of additional fee @ 50%	Mezzanine floor if any will be allowed with prior approval of NMRC and subject to feasibility and on the payment of additional fee @ 50% of the main commercial area license fee.
5		Section – 4 of DLA 4.6 On Operational Ground: NMRC reserve the rights to terminate the License Agreement by giving Forty Five (45) days advance notice on	NMRC reserve the rights to terminate the contract on operational ground, its completely one sided clause, as the investment on project is high		No Change in RFP/DLA condition.



		operational ground during the currency of the contract. The License agreement will stand terminated on expiry of Forty Five (45) days notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will also be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. All utility will be disconnected/discontinued immediately after Forty Five (45) days' notice period.	hence this clause shall be deleted from such development project. Also please provide if any of the tender of any value / work is terminated under this clause		
6	Query of M/s Ansh Infomedia Pvt. Ltd	Section – 12 of DLA 12.4.2 Arbitration All disputes relating to this license agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. 2.00 crores and to a panel of three Arbitrators, if total value of claims is more than Rs. 2.00 crores. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. 2.00 crores and a panel of five Arbitrators for claims of more than Rs. 2.00 crores. Licensee shall have to choose	Please provide information if Arbitrator not appointed well in time then what would be the procedure		No Change in RFP/DLA condition.



		<p>the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.</p>			
7	<p>Query of M/s Ansh Infomedia Pvt. Ltd</p>	<p>Section – 12 of DLA</p> <p>12.4.4 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, and as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to NMRC as per the License Agreement.</p>	<p>If contract terminated by NMRC on operational ground then under the arbitration License shall have the right to perform &amp; pay, please clarify</p>		<p>No change in RFP/DLA condition.</p>

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