

**NOIDA METRO RAIL CORPORATION**  
**Pre-Bid Meeting Queries & its Reply/Clarification**

Date 07.12.2020

Sub - Tender for Licensing of Mock – Up – Metro Train Coach for commercial Utilisation at Sec – 137 Metro Station in NMRC Network.

Ref - E-Tender No. – NMRC/PB/Mock-Up-Coach/124R1/2020

Reg - Clarifications of Queries received after Pre-Bid Meeting held on 03.12.2020

Sl. No.	Query raised by	Documents	Clause No. & existing Provision	Clarification Required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment	Clarification/Amendment by NMRC
1.	E-mail received from M/s NxtDwell	Not Mentioned	<b>Clause /Annexure – 18 of RFP –</b> (List of Usages banned/Negative List) – Point No – (8) – Sale of liquor or alcohol based drinks or beverages	Alcohol – The Alcohol items should be permitted after getting a required license to run the Restaurant/Bar.	Not Mentioned	Not Mentioned	Sale of alcohol based drinks or beverages is prohibited, however, serving of liquor in Restro Bar can be permitted subject to the fulfillment of all statutory/legal/local permissions.
2.		Not Mentioned	<b>Clause No. 11.4 of Draft License Agreement of RFP – Section - 11 (Sub-Licensing) :</b> The licensee shall be entitled to sub-license the licensed space with the prior approval of NMRC.	Can it be sub leased to more than one vendor in pieces?	Not Mentioned	Not Mentioned	<b>No Change in RFP condition.</b> Pls. refer Clause no. 11.4 of Draft License Agreement of RFP
3.		Not Mentioned	<b>Clause /Annexure – 18 of RFP –</b> (List of Usages banned/Negative List) – Point No – (6) – Commercial Advertisement at any location or in any format	Is Branding of the product which is to be sold/serviced and the company operating the same?	Not Mentioned	Not Mentioned	<b>No Change in RFP condition.</b> Pls. refer Clause/Annexure – 18 of RFP & Clause No. 11.7 (c) (viii) of Draft License Agreement of RFP.
4		Not Mentioned	<b>Clause No. 3.1 of Draft License Agreement of RFP – Section – 3 (Scope of Work) :-</b>  b) The offered Metro Coach must be placed within/ inside a feasible and designated land parcel of 300 Sqm (30 m x 10 m) area at any <b>feasible location at Sec – 137 Metro Station prescribed by NMRC (Annexure – A).</b> The space and Metro Coach will be provided on “ <b>as is where basis is</b> ”. It is Licensee’s responsibility to develop the Metro Coach as per their business concept with stipulation that no drilling/cutting shall be permitted inside/outside of the Metro coach. The Licensee will also permitted to develop circulating area around the Metro Coach as landscape/green area with sitting arrangements or in any innovative way without any permanent ground coverage and without any advertisement with prior approval of NMRC.	Can the Temporary structure to be created on the area allotted for the purpose?	Not Mentioned	Not Mentioned	<b>No Change in RFP condition.</b> Pls. refer Clause No. 3.1 (b) of Draft License Agreement of RFP.

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5		Not mentioned	<p><b>Clause No. 4.6 of Draft License Agreement of RFP – Section - 4 (License Period and Exit from License Agreement) :-</b>  <b>On Operational Ground:</b> NMRC reserve the rights to terminate the License Agreement by giving <b>Forty Five (45) days</b> advance notice on operational ground during the currency of the contract. The License agreement will stand terminated on expiry of <b>Forty Five (45) days</b> 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..</p>	<p>It has been mentioned that NMRC can cancel the project at any point of time having issued a notice of 45 days. In such a case, how the capital investment will be reimbursed by NMRC to the vendor &amp; what are the conditions of pre-closer?</p>	Not Mentioned	Not Mentioned	<p><b>No Change in RFP condition.</b> Pls. refer Clause No. 4.6 of Draft License Agreement of RFP.</p>
6		Not Mentioned	<p><b>Clause No. 4.1 of Draft License Agreement of RFP Section – 4 (License Period and Exit from License Agreement) :-</b>  License shall be for a period of <b>Nine (09) years</b> unless otherwise terminated by NMRC or surrendered by Licensee in term of provisions of this License Agreement. The License period will be immediately start after the expiry of fitment period of 90 days from the date of handover of the Offered Space. There is a <b>lock in period of (02) years</b> of License Period. Tendered Space shall be handed over within seven (07) days from the date of receipt of full payment as stipulated in Notice Of Award. The License period may be further extended for a suitable period after completion of initial Nine (09) years and this extension will be under the sole discretion of NMRC and Licensee cannot seek any claims/compensation/litigation if license period not extended further beyond completion of initial Nine (09) years of License Period.</p>	<p>9 years are so early to close the project. It should be 15-25 years.</p>	Not Mentioned	Not mentioned	<p><b>No Change in RFP condition.</b> Pls. refer Clause No. 4.1 of Draft License Agreement of RFP.</p>
1.	E-mail received from Sh. Varun Arora	Not Mentioned	<p><b>Clause /Annexure – 18 of RFP –</b>  (List of Usages banned/Negative List) – Point No – (8) – Sale of liquor or alcohol based drinks or beverages</p>	<p>Whether we can get the permission of bar license as if we want to run the resto – bar ,we would require a liquor license permission NOC.</p>	Not mentionec	Nct mentioned	<p>Sale of alcohol based drinks or beverages is prohibited, however, serving of liquor in Restro Bar can be permitted subject to the fulfillment of all statutory/legal/local permissions.</p>

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2	Not mentioned	<b>Annexure-A - Detail of Offered Space of Draft License Agreement of RFP</b>			What is the exact area of the coach and area apart from coach we will get.	Not mentioned	Not mentioned	<b>No Change in RFP Condition.</b> Pls. refer Annexure-A of Draft License Agreement of RFP
		<b>S.No.</b>	<b>Heads</b>	<b>Area (Sqm)</b>				
		1	Total area available at the site (30 m X 10 m)	300 sqm				
		2	Commercial Area available inside the Train	62.35 sqm Approx. 63 sqm (Rounded off)				
		(i)	Coach Area (2.9 m X 19 m)	55.10 sqm				
(ii)	Cabin Area (2.9 m X 2.5 m)	07.25 sqm						
<i>It is to be noted that the area specified is tentative in nature.</i>								

  
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