

No. F.1 (81)/JMRC/DCA/RS-RNMS/CAT.B/2017-18/6716 Dated: 30th January, 2018

To,
All prospective bidders

SUB: RFP for Leasing of Commercial Space (Category B) at Ram Nagar Metro Station for Property Development: Issue of Clarifications/ Amendments.

Ref.; RFP No. F.1(81)/JMRC/DCA/REV (RNMS-B1)/2017-18/05 DATED : 05th January, 2018

Dear Sir/Madam,

With reference to above, following clarifications/ amendments are hereby issued:

RFP Ref.	Queries raised	Clarifications/Amendment
4.6 (vi)	Has JMRC made the provision for the drainage with the local municipal authority or they have a provision of STP for the PD area?	JMRC does not have any STP at Ram Nagar Metro Station. JMRC has connected its drainage line with Nagar Nigam Jaipur Sewerage line and Lessee may also connect its drainage line to JMRC's main line or get separate connection from Nagar Nigam Jaipur as per their procedure & condition.
4.10	Will the Property Tax be borne by JMRC only?	It is clarified that any tax related to property shall be borne by JMRC.
4.6 (v)	Will JMRC provide area for AC Plant and Water Storage on the roof, as at present there is no space on the roof?	The additional space for AC plant & water storage, etc., shall only be provided at ground floor on chargeable basis, as per provisions of RFP. The Lessee is free to plan such space in its leased area; if found feasible & technically suitable by JMRC.
4.11 (xxi)	What will be the no. of ECS provided as per the area being offered? Demand for providing Parking space was made.	No, the Lessee may use parking space from JMRC's authorized parking Contractor as per rates & conditions of parking contract.

RFP Ref.	Queries raised	Clarifications/Amendment
1.1	We request you to provide us with the details of the daily ridership for the last 6 months.	The month wise average ridership of last six months for Ram Nagar Metro Station is available at Annexure- 1.
Annexure XIII (A)	We request you to kindly provide as the Auto CAD drawings of all the PD Areas along with the parking details.	Auto cad drawing of concerned space will be provided to the successful bidder alongwith LoA. Parking area is already operational through separate contract. No parking space is included in this package.
Annexure XIII (A)	We request you to kindly provide us with an area chart for all the staircases, toilets and lifts separately.	There is no toilet existing inside the commercial space and at this First floor and even at Ground floor of station. The bidders are advised to see the drawing and photograph given in the RFP. The bidders are also welcome to visit the station and to see the station/commercial space and lift & escalators provided therein.
4.2 (i)	Can we do part submission of the drawing as and when we get a tenant for the PD area?	Broad & tentative plan of whole leased space is to be submitted at the time of submission of preliminary plan. Subsequently, after issue of NTP or otherwise, additional plans or amendment in the plans can be submitted in parts for approval as & when required.
4.9	Can we utilize the area for Warehouse purposes and also for small scale industry?	Yes, it can be used for all purposes, excluding storage /sales /services of the prohibited items, as per clause 4.9 of the RFP and excluding any industrial purpose. Technical feasibility and statutory obligations are to be ascertained for use as warehouse.
4.13 (i), 4.15 (v)	The clause which talks about suspension or termination of the allotment of the tender should specify clearly on what grounds such actions will be taken and by giving at least few warning	Clause 4.13 (i) is amended as under: Due to exceptional circumstances beyond the control of JMRC such as war, national calamity (flood, earthquake, etc.), extreme law & order problem, etc., if the lease is temporarily

Ok

RFP Ref.	Queries raised	Clarifications/Amendment
	<p>before such decision.</p> <p>It was demanded that the removal of lessee by giving notice of 3 months be linked with Breach of Contract of terms and conditions otherwise the clause may be misused.</p> <p>In case of suspension/termination of lease, it was demanded that some example be given explaining situation under which it can be done.</p>	<p>suspended by the JMRC, the Corporation will convey temporary suspension of the lease in writing to the Lessee for which period, the Lessee shall fully or partially stop its activities as advised by the Corporation. Further, no lease rent & maintenance charges shall be payable during the period of suspension of lease on behalf of JMRC.</p> <p>Clause 4.15 (v) is amended as under :</p> <p>"In exceptional circumstances beyond the control of JMRC such as war, national calamity (earthquake, flood, etc.), extreme law & order situation, etc., JMRC reserves the right to terminate the Agreement after initial lock-in period of 2 years by giving 6 months advance notice in writing to the Lessee, intimating such exceptional circumstances. During the notice period Lessee will continue to do its business or provide service and will continue to pay lease rent. In this instance, the advance performance security deposit and advance lease rent deposited with JMRC shall be refunded after adjusting the dues, if any. Only in such case, the non-refundable upfront deposit shall be refunded on pro-rata basis, when the contract is terminated by JMRC on its own before 15 years and without any breach of contract conditions by the lessee.</p>
4.3 (xvi)	Can the PD area be operated 24x7?	The space shall be commercial operational during metro operational hours only. However, non-commercial activities by authorized persons of lessee will be permissible during non operational hours also.
4.9 (4)	Gas Bank is the main source required for any restaurant	No change at present. However, it may be considered on case to case basis at



RFP Ref.	Queries raised	Clarifications/Amendment
	<p>business and banning such items will only decrease the no. of bidders. DMRC also allows Gas Bank as per there policy.</p> <p>Demand for allowing use of Gas, LPG with certain terms & conditions as may be prescribed. It was further mentioned that DMRC is also allowing it in their retail space area.</p>	<p>later stage during operation of the contract with restrictions and clearance from appropriate agencies.</p>
4.3 (xvii) (b)	<p>As it being a big area there will be more than one sub licensee and 3' x 6' size of advertisement is not a good signage for upcoming tenants as it is hardly visible.</p>	<p>One signage of 3' x 6' sq. feet size each will be allowed at both the entry/exit of ground floor on the locations as mutually agreed.</p>
3.8 vi (a), 3.10 (a) (b)	<p>Can a FDR be pledged in the JMRC at time of EMD and Performance Security or any other security required by JMRC as it's more convenient.</p> <p>Demand was made for considering FDR as an alternate of guarantee for performance security.</p>	<p>Yes, pledged Fixed deposits from scheduled commercial banks allowed for Performance Security/ Installation Security. However, the Bid Security/ EMD shall be submitted in the form of DD/Cash receipt/Bank Guarantee only, as prescribed in the RFP.</p>
4.2 (iv)	<p>Such a big area requires more than 60 Days of development and we request JMRC to increase the time to minimum of 6 months if not more.</p> <p>As regards the grace period of 60 (Sixty) days from the date of issue of NTP for completion of structure at planned spaces, it was demanded that the grace period be made for 120-180 days or the date of start of operations whichever is earlier.</p>	<p>The existing grace period of 60 days is amended to 90 days. Accordingly, the lease rent shall be chargeable from 91st day of issue of NTP. The concerned clauses and its annexure stands amended, accordingly.</p>

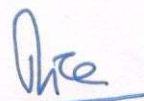
Ok

RFP Ref.	Queries raised	Clarifications/Amendment
4.6 (i)	We would once again request JMRC to provide us with the electricity and water connection as get is from a local body will increase the cost and will be time consuming as we are ready to pay as per the actual readings.	The Lessee shall obtain water supply and electricity connection directly from PHED & JVVNL.

The above amendments/ clarifications shall also be applicable accordingly to all other related clauses/ Annexure of RFP.

These clarifications/ amendments shall be integral part of above referred RFP document. The bidders are required to submit a signed copy of this clarification/ amendment letter alongwith the technical bid as a token of acceptance, through online process.

All other terms & conditions of RFP shall remain unchanged.


 (Rajesh Kumar Agerwal)
Director (Corporate Affairs)

ENCL : Annexure-1.

Copy to : 6717-18

- 1- PS to CMD, JMRC; and
- 2- Director (O&S/Finance), JMRC.

Annexure-1

Monthly ridership of last 6 months of
Ram Nagar Metro Station, JMRC

Month	Average Daily Ridership
July-2017	1104
August-2017	1075
September-2017	1047
October-2017	1086
November-2017	1023
December-2017	953

