

**MUNICIPAL CORPORATION OF DELHI  
OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)  
UNDER BHISHAM PITAMAH FLYOVER, SEWA NAGAR,  
NEW DELHI-110003**

Dated 26/04/2024

No. D/EE (Parking)/MCD/09

**Name of work:** Development & Monetization of Land Parcel under MCD situated at Community Centre at Madipur, Punjabi Bagh, New Delhi as Multi Level Car Parking Facility and Commercial Complex - Replies with respect to queries raised in Pre-Bid meeting held on 05-04-2024.

**NIT No.:** EE (Parking) Project/TC/2023-24/3 dated 15-03-2024

Replies to the queries raised in the pre-bid meeting for above mentioned work held on 05-04-2024 in the chamber of Superintending Engineer (Parking), MCD are notified as under:

S. N.	RFP document reference (Section No. Page No.)	Queries raised	Clarification/modification
1.		The concessionaire should be allowed Mechanical car parking provision in fulfilment of requisite ECS as desired by MCD and that he shouldn't be restricted to Automated Puzzle Parking.	No change
2.		Encroachment inside the plot are should be removed by MCD before handing over the plot area.	Encroachment will be removed during the construction in the phase manner, however, it will be ensured that the construction activities are not adversely affected due to this. Delay in this regard if any will be considered for the concession period however no claim of damages extra will be payable on this account by the MCD.
3.		MCD should get the encroachment on PWD Road/any authority area removed before handing over as the property cannot be constructed and leased in presence of unauthorized shops in front.	Do
4.		Kindly provide AutoCAD drawings of the plot with P Line.	As the proposal is to be developed on Design Build Finance Operate Transfer (DBFOT). As such layout plan of the site will be provided.
5.		All the payments except first tranche should start only after the concessionaire has been handed over encroachment free area both inside and outside the plot area as these will be impediments in construction and leasing both.	Please refer reply of Point No. 2. It is added that concession period of 30 years including construction period of 02 years will exclude the period of hindrance approved by MCD.
6.		Since MCD is the real owner so the property tax should also be payable by them.	All applicable taxes on the property will be borne by the Concessioner during the concession period.
7.		Kindly specify whether the Parking Area is exempted from Property tax or not.	The property tax for the parking area will not be taken from concessioner.
8.		In all PPP Projects of DMRC etc. the concessionaire is provided a Moratorium Period to complete the construction (in 2-3 years) and post expiry of the same only the recurring fee should start.	No change.
9.		Kindly remove all the clauses related to Sale and RERA as these won't be applicable since this property is on lease base model.	Only applicable guidelines will be insisted to be followed.



10.		Concessionaire should be allowed to sign the agreements with brands before obtaining COD so that the brands can take fit outs of their area which will take six months.	RFP guidelines will be adhered to.
11.		In technical capacity and elsewhere in the tender document, word "Automated" should be replaced with "Semi Automated" as MCD's endeavour should be any form of mechanised car parking solutions should be provided in the project.	RFP guidelines will be adhered to.
12.		Kindly substitute "Semi Automated" to structural system technology in technical qualification.	RFP guidelines will be adhered to.
13.	Page 15 Vol. I 2.2.2	The bidder/concessioner <del>main contractor</del> should have experience of construction/ developing Building Projects (Residential/Commercial/Industrial/ Institutional/ Group Housing/ Township/Hospital etc.) or Multilevel Automated Car Parking work and experience of having successfully completed such works/projects during the last 7 years ending last day of the month previous to the one in which the tenders are inviting. ..... "That he will get registered with the above agencies /departments <del>before the release of the First Payment</del> within 03 months from the award of work. The main contractor would also ensure the compliance of aforesaid provisions by the sub-contractors if any engaged by him". <b>Needs clarification: Some words have been strike through in the uploaded document, needs clarification whether these words are meant to be included or omitted.</b>	The words which are struck/crossed in the uploaded document shall be consider "omitted".
14.	Page 17 Vol. I 2.2.2 b. Financial Capacity	(ii) <b>Needs clarification: The referred clause is kept blank in the document, needs clarification.</b>	It is blank.
15.	Pages 17 & 98 Vol. I Clause 2.2.3 & Appendix B-5	Clause 2.2.3 It is hereby clarified that for an entity to be considered qualified as an O&M partner, it shall have during the 7 (seven) years preceding the Bid Due Date, 3 (three) years' experience for operations and maintenance of Multi-level Car parking facility having minimum of 55. Appendix B-5 4. Details of the operational car parking experience for a project of minimum design capacity of 220 ECS or two projects of 165 ECS <b>Needs clarification: The clause 2.2.3 &amp; point No. 4 of Appendix B-5 are contradictory in terms of experience required for O&amp;M of multilevel car parking facility.</b>	The experience for Operation & Maintenance as given in clause 2.2.3 on page 17-18 will be adhered to. The Appendix B-5 should be treated as modified to this extent.
16.	Page 93 Vol. I Appendix B-3	For conversion of US Dollar to INR, the rate of conversion shall be INR 60 (Rs. Sixty) to a US Dollar. <b>Needs clarification: The prevailing exchange rate of Dollar is much higher, needs clarification.</b>	Prevailing exchange/conversion rate of US Dollar viz-a-viz INR at the time of submission of tenders will be applicable.
17.	Uploaded BOQ for submission of bid	Column No. 53 "Total amount with all taxes" Column No. 54 "Total amount with all taxes" <b>Needs clarification: As per the description given in column No. 53 &amp; 54 the bid amount is suppose to be inclusive of all taxes, it needs to be clarified whether the bid is to be quoted including income tax (TDS) or not?</b>	The quoted bid amounts i.e. upfront charges & annual recurring fee will be payable amount to MCD. No TDS is required to be deducted from these. Hence, the word "Total amount with all taxes" should be read as "Total amount" in column No. 53 & 54 of the uploaded BOQ for submission of bid.
18.	Page 103 Vol. I Appendix C-1	Financial Bid Form <b>Needs clarification: It needs clarification, whether the bids are suppose to be submitted through both Appendix C-1 &amp; BOQ format.</b>	The Appendix C-1 should be treated as "Deleted". Financial bid will only be submitted in the financial bid part of the



			tender/RFP document. Submission of financial bid in appendix C-1 will result in cancellation of the bid.
19.	Page 50 Vol. I Appendix A-1	23. I/ We offer a BID SECURITY of Rs. 20 Lakhs(Rupees Twenty Lakh only) to MCD in accordance with the RFP Document ..... 32. I/ We shall keep this offer valid for 360 days from the Bid Due Date specified in the RFP <b>Needs clarification: a. Bid security mentioned at Point No. 23 of appendix A-1 is Rs.20.00 Lac &amp; as per NIT bid security is Rs.60.00 Lac, needs clarification.</b> <b>b. As per point No. 32 of appendix A-1 bid validity is for 360 days but as per clause 2.21.1 bid validity is for 180 days, needs clarification.</b>	In appendix A-1 at S. No. 23 bid security shall be read as Rs.60.00 Lac as mentioned in Notice Inviting Tender. In appendix A-1 at S. No. 32 bid validity shall be read as 180 days as is also mentioned in clause 2.21.1 in chapter-2 "Instructions to Bidder".
20.	Page 25 Vol. I Clause 2.9.5	A <b>Only letter 'A' is written.</b>	It shall be treated as blank.
21.	Page 35 Vol. I Clause 3.5.2	It is hereby clarified that for an entity to be considered qualified as an O&M partner, it shall have during the 5 (five) years preceding the Bid Due Date, 3 (three) years' experience for operations and maintenance of Multi-level Car parking facility having minimum of 400 (four hundred) ECS at a single project / location <b>Needs clarification: This clause is in contradiction with appendix B-5 &amp; clause 2.2.3, needs clarification.</b>	The experience for Operation & Maintenance as given in clause 2.2.3 on page 17-18 will be adhered to and anything in contradiction to this should be treated as "superseded".
22.	Page 37 Vol. I Clause 4.2.1	Subject to provision of the Clause 2.21, the bidder whose bid is adjudged as responsive in terms of Clause 3.2.1 and who has quoted the Highest Annual Recurring Fees shall be declared as the selected bidder (the "Selected Bidder"). <b>Needs clarification: As per the instant clause, the bidder will be selected on the basis of "Highest Annual Recurring Fees" but in some other clause it is suppose to be decided on the basis of NPV, needs clarification.</b>	Clause 1.2.7 shall be adhered to and anything in contradiction to this should be treated as "superseded". The bidders are required to be quote upfront payment & annual recurring fee above the minimum values mentioned in tender document. Net present value (NPV) will be calculated and the bidder with highest NPV will be successful bidder.
23.	Page 37 Vol. I Clause 4.2.2	In the event that two or more Bidders quote the same value for Annual Recurring Fee, (the "Tie Bidders"), MCD shall identify the Selected Bidder by inviting the representatives of the Bidders to provide a revised quote in a sealed envelope on the date and time as decided and specified by MCD to such tie Bidders. <b>Needs clarification: As per the instant clause, the bidder will be selected on the basis of "Highest Annual Recurring Fees" but in some other clause it is suppose to be decided on the basis of NPV, needs clarification.</b>	The bidder with highest NPV will be successful bidder. In case of NPV for 02 or more bidders are same, then MCD shall identify the Selected Bidder by inviting the representatives of such Bidders to provide a revised quote for upfront payment & annual recurring fee in a sealed envelope on the date and time as decided and specified by MCD to such tie Bidders. However, the NPV of the revised quote will be calculated and bidder with the highest NPV shall be successful bidder.
24.	Page 37 Vol. I Clause 4.2.3	In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), MCD may invite all the remaining qualified Bidders to revalidate or extend their respective BID SECURITY, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Annual Recurring Fee was Highest as compared to other Bidder(s) in the first round of bidding	In such case, if two or more Bidders match the said Highest Bidder in the second round of bidding, then the successful bidder shall be decided by draw of lots in the presence of CE, SE, EE in-charge & DCA of Zone. This provision shall be treated as modified to the above extent. However, it is clarified that successful bidder will be decided on the basis of highest NPV



		<p>shall be the Selected Bidder. For example, if the third and fifth Highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third Highest Bidder shall be the Selected Bidder.</p> <p><b>Needs clarification: As per the instant clause, the bidder will be selected on the basis of "Highest Annual Recurring Fees" but in some other clause it is suppose to be decided on the basis of NPV, needs clarification.</b></p>	<p>calculated on the basis of quoted upfront payment &amp; annual recurring fee.</p>
25.	<p>Page 37 Vol. I Clause 4.2.6</p>	<p>After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement</p> <p><b>Needs clarification: The instant clause further refers clause 1.3 define prescribed time limit to execute concession agreement, but no such time frame is defined in clause 1.3.</b></p>	<p>The clause 8.15.1 should be referred wherein it has been mentioned "after making of payment of 25% of the bid price/concession fee by the successful bidder, concession agreement will be executed between MCD and successful bidder within 45 days from the date of issue of LOA. However, further in clause 8.15.1, the word/phrase "<b>free from encumbrances</b>" is treated as "Deleted". Encroachment etc. from the sites will be removed simultaneously in the manner that construction activities at site are not adversely affected. In case Concessionaire does not come to sign the Concession Agreement within 45 days from the issue of Letter of Acceptance (LOA), then competent authority can extend this period further by 15 days only. However, in case Concession Agreement is not signed within this extended period of 15 days, then Bid Security/Earnest Money (Rs.60.00 Lac) will be forfeited and further action as per clause 4.2.3 of Vol. I will be taken.</p>
26.	<p>Page 43 Vol. I Page 15 Vol. II Vol. I Clause 8.1 &amp; Vol. II Article 2 2.2</p>	<p>The developer has to construct the parking spaces for 276 cars (including those required for commercial space) and commercial complex as per provisions of clause 12.13.7 of MPD-2021 at his own cost as per plan approved by MCD. The successful bidder has to manage &amp; operate the parking spaces for a period of 30 year (including 02 year construction period). The Developer shall be allowed to charge and retain the Parking Fees subject to the maximum cap specified in Schedule 7 of Concession Agreement during the authorized period of parking operation and thereafter shall transfer the parking to the MCD in functional condition.</p> <p>The concessionaire shall construct the parking spaces for 276 cars (including those required for commercial space) and commercial complex as per provisions of clause 12.13.7 of MPD-2021 at his own cost as per plan approved by MCD. The Concessionaire shall hand over 276 Nos. ECS (as per RFP and Master Plan of Delhi 2021) equivalent car spaces alongwith the project building of commercial spaces to MCD after successful operation and maintenance period upto 30 years concession period.</p> <p><b>Needs clarification: These 2 clauses refers clause</b></p>	<p>The clause 12.13.7 of MPD-2021 shall be read as "<b>Clause 12.14.3.7</b>".</p>



		<b>12.13.7 of MCD-2021 for parking construction but no such provisions exists in clause 12.13.7, needs clarification.</b>	
27.	Page 12 Vol. II Article 1 1.1	Scheduled Project Completion Date" or "SPCD" shall mean the date 24 months from the Letter of Acceptance <b>Needs clarification: It is suggested that the project completion date should be calculated from the effective date.</b>	The Scheduled Project Completion Date (SPCD) will be counted from effective date i.e. date of handing over of the site of first phase or sanction of building plan by MCD whichever is later.
28.	Page 15 Vol. II Article 2 2.2	The Concession hereby granted is for a period of 30 Years commencing from the Appointed Date during which the Concessionaire is authorised to implement the Project in accordance with the permission hereby granted & the covenants of the present agreement to provide Project Facilities and services in accordance with the provisions hereof (hereinafter referred to as the ("Concession Period").....  Provided, in the event of an early termination of the Concession, this Agreement by the Parties in accordance with the provisions hereof, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the date of termination of the Concession/this Agreement. <b>Needs clarification: It is suggested that the concession period should be for a period of 30 years commencing from the effective date.</b>	The concession period will be for a period of 30 years commencing from the effective date.
29.	Page 16 & 41 Vol. II Article 2 2.4 & Article 7 7.1	In consideration of the Concessionaire paying full amount of Concession Fee/Bid Price of Rs. ____Cr. as per below mentioned schedule, the MCD hereby agrees to sign a lease deed in terms of details set out in Clause 2.5..... Concession fee/bid price includes upfront premium charges plus annual fee.  Subject to provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, Concessionaire agrees and undertakes to pay to MCD a Concession Fee of Rs. _____/- (Rupees _____only) ("the Concession Fee" or the "Annual Recurring Fee") to be paid each Year for the entire duration of Concession Period. Payment of the Concession Fee shall be due and payable from SPCD or COD whichever is earlier. Such Concession Fee shall be increased @ simple interest 5% per annum. <b>Needs clarification: Clause 2.4 provides schedule of payment of upfront premium &amp; 1<sup>st</sup> year annual fee only, clarity should be provided for payment schedule of annual fee to be paid thereafter. Moreover, definition of concession fee/bid price in clause 2.4 is in contradiction with Article 7 clause 7.1.</b>	It is clarified that concession fee & bid price are two different things. Bid price consists of upfront payment & annual recurring fee whereas, concession fee is same as annual recurring fee. In clause 2.4 word concession fee/bid price is substituted by upfront charges & annual recurring fee for 1 <sup>st</sup> year only. In Article-7 (clause 7.1 (i)) is modified to the extent of the provisions in clause 2.4. wherein, different stages and quantum of payment in %age term have been mentioned. Article-7 clause 7.1 (iii) will be applicable for the annual recurring fee of subsequent years.
30.	Page 16 Vol. II Article 2 2.5 (a)	Upon payment of the final instalment of Bid Price by the Concessionaire to MCD, the Parties shall enter into a lease deed ("Lease Deed") in the format set out in Annexure II of the RFP Document by which the Commercial Space developed by the concessionaire shall be leased to the Concessionaire by MCD, on the terms and conditions set out in such Lease Deed. Notwithstanding the pre bid clarification dated _____ (Clause No 2, clarification), it is hereby clarified that the Lease Deed will be executed on receipt of Concession Fee/Bid Price as per the RFP document or COD whichever is later.	Commercial operation date means the date of Operation of parking & opening of it for the public use as well as completion of whole building.



		<b>Needs clarification: Commercial Operation Date (COD) is not defined in the RFP document.</b>	
31.	Page 25-26 Vol. II Article 5 5.2 (b) & (d)	The Concessionaire shall achieve Financial Close on or before 90 days from the Appointed Date.  The Concessionaire shall achieve Financial Close on or before 60 days from the Appointed Date <b>Needs clarification: Appointed date &amp; effective date are used interchangeably at certain place in the document, needs clarification.</b>	Please refer clause 1.1 (definitions) Article -1. Appointed date shall mean the date of the agreement and effective date mean the date on which possession of the project site is handed over by MCD to the Concessionaire for first phase/part under the present agreement or sanction of Building Plan by MCD whichever is later. 90 days shall be read as 60 days.
32.	Page 34 Vol. II Article 5 5.9 (c)	The Concessionaire shall be at liberty to negotiate the License Agreement(s) for the occupation and use of Commercial Area Facilities. The Concessionaire and the prospective users of the Commercial Facilities shall enter into License Agreements. The Concessionaire shall get the License Agreements executed between the Concessionaire and the Prospective users as per Schedule 13 of the present agreement. Provided, such License Agreement(s) shall be entered into and occupation and use of Commercial Facilities permitted only after the Independent Engineer has certified that 100% of the Parking Facility is Commissioned and the Parking Facility has been operational for a minimum period of 2 months after COD. Provided, the Concessionaire shall be allowed to do advance booking for a maximum of 80% of the total space allowed for Commercial Facilities before achieving COD of the Parking Facility. <b>Needs clarification: As per the instant clause the concessionaire can enter into License Agreement and occupy &amp; use commercial facility, 02 months after COD but as per our suggestion since the independent engineer will certify 100% commissioning of parking facility, a further 02 months wait period should not be imposed.</b>	The license agreement can be done immediately after making the parking facility operational.
33.	Page 41 Vol. II Article 7 7.1 (i)	The Concessionaire shall pay to MCD, a onetime Rs._____/ - (Rupees _____only) Upfront Payment (the "Upfront Payment") within 7 (seven) days of issue of LoA <b>Needs clarification: As per the instant clause upfront premium is to be paid at once within 7 days issue of LoA, but as per clause 2.4 the same is to be paid over a period of 270 days in a phase manner, needs clarification.</b>	Please refer reply at S. No. 29.
34.	Vol. II SCHEDULE 2 Table 4	Development Controls applicable to Project Site (vii) Roof-top- Parking/commercial is permissible <b>Needs clarification: Is parking/commercial activity permitted on roof top as per building bye laws.</b>	Roof top cannot be use for parking/commercial. However, on the roof top, activities such as solar panel, utilities etc. can be provided with the prior approval of MCD.
35.	Vol. II SCHEDULE 2 Table 2.1	Point No. 5: As per Master Plan of Delhi 2021, and 1 in 10 were not available Point No. 6: As per Master Plan of Delhi 2021with a minimum of 5.5m for one way and 7m for two way and shall conform to fire safety norms Point No. 10: 7.5m for internal circulation and 15m where a fire tender has to move (for circulation outside the building) Point No. 11: 40dba or as per NBC codes whichever is lower <b>Needs clarification: Table numbering is incorrect. Point No. 5: Line seems incomplete</b>	In schedule-2 revised numbering arrangement will be as follows 1. General Table 2.1 shall be read as Table 6 2. Procedures 3. Construction requirements (automated parking) correspondingly 3.1, 3.2 in place of 1.1 & 1.2 Point No.5 in table 2.1 /now <b>Table 6:</b> The grade of the ramp



		<b>Point No. 11: Emission level prescribed by CPCB are different.</b>	shall not be steeper than 1:10 Point No.6 in table 2.1 / <b>now Table 6:</b> The ramp width is 4 meter minimum for one way traffic & 7.2 meter minimum for two way traffic. These should be in compliance with Master Plan 2021 & National Building Code/Fire Safety Norms. Point No.10 in table 2.1 / <b>now Table 6:</b> The turning radius will be as per Fire Safety Norms. Point No.11 in table 2.1 / <b>now Table 6:</b> The sound emission will be as per the Noise Pollution (Regulation and control) Rules 2000.
36.	Vol. II SCHEDULE 2 1.1.1.6	Sound Emissions / Vibrations The surrounding walls of the Automated Parking Facility shall cover any sound emission of more than 40 dBA emanating outside the structure, measured at the boundaries of the Project Site. <b>Needs clarification: Sound emission level mentioned in clause are different from the limit prescribed by CPCB.</b>	The clause 1.1.1.6 of schedule 2/ <b>now read as 3.1.1.6 of schedule 2:</b> The sound emission will be as per the Noise Pollution (Regulation and control) Rules 2000.
37.	Vol. II SCHEDULE 6	End-use of Commercial Facilities Commercial Facilities shall be of a permanent nature, either in the form of a series of Commercial Facilities or in any other manner to cater to the users of the project facilities as well as the adjoining office buildings. The end-use may be : 1..... 2..... 3..... <b>Needs clarification: Point No. 1, 2 &amp; 3 in schedule 6 are left blank, needs clarification.</b>	End-use for the commercial facilities will be as per MPD-2021. And the point No. 1, 2 & 3 in schedule 6 (left blank) are " <b>deleted</b> ".
38.	Page 2 Vol. II SCHEDULE 8 SCHEDULE 9 SCHEDULE 12	By the Concession Agreement entered into between MCD and _____1, a company incorporated under the provisions of the Companies Act, 1956/firm having its registered office at _____ ("the Concessionaire") the Company/firm had been granted the Concession to implement the Project, as defined under the Concession Agreement mentioned hereinabove <b>Needs clarification: Companies ACT, 1956 &amp; 2013 both are referred in the RFP document at different locations, needs clarification.</b>	The companies Act 2013 shall be read in place of companies Act 1956.
39.	Pages 131-141 143 ARTICLE 1 to 5 SCHEDULE 13	ARTICLE 1 to 5 & Schedule 13 are repeated two times in the RFP document.	The revised numbers for articles 1 to 5 on pages 131-141 shall be read as article No. 16 to 20. The revised number for schedule 13 on 143 shall be read as schedule 15.
40.	Page 2-3 Vol. I	The commercial area shall be leased out to the lessee for maximum period of 30 year including 02 years construction period as per the Lease Agreement. <b>Needs clarification: The allowed lease period of 30 years including construction period 2 years is not sufficient to make the project commercially viable as Delhi Metro has already invited various tenders on PPP Mode with Minimum lease period of 50 years with further extension of 30 years with first right of refusal with existing concessionaire. The copy of tender documents of DMRC will be provided for your reference. Therefore, it's our sincere request kindly relook the lease period of</b>	No change.



30 years and we request please make it 50 years to make the project commercial viable.

41. Further during the discussion of pre-bid meeting, the following modifications/clarifications are also appended to this tender/RFP document:

Clause	Clause Description	Our query
Vol. II Article 6 6.1 (b)	Prior to handover of the Project Site, MCD shall remove all illegal encroachments and unlawful occupancy from the Project Site.	The site will be handed over in parts/ phases. Encroachments etc. will be removed simultaneously during the progress of the construction. It will be ensured that construction activities will not be adversely affected. In case any delay occurred due to this, the weightage for the same will be given in concession period however, no claim etc. will be admissible on this account.
Vol. II SCHEDULE 1 2 (ii)	(i) In case of any shortfall in achieving the required number of ECS as mentioned in clause (i) above, during the design/ construction stage, the Concessionaire shall be liable to pay to MCD a one-time penalty at the rates mentioned below a. Shortfall in ECS upto 10% of required ECS mentioned in clause (i) above – at a rate of Rs 50,000/- (Rupees Fifty Thousand) per shortfall ECS. b. Shortfall in ECS in excess of 10% and upto 20% of the required ECS mentioned in clause (i) above – at a rate of Rs 10,00,000/- (Rupees Ten Lakhs) per shortfall ECS below 10% of the required ECS. Any shortfall beyond 20% of required number of ECS as mentioned in clause (i) above shall be deemed as Concessionaire Event of Default under the Concession Agreement.	Deleted
Vol. II SCHEDULE 1 3	Figure 1: Topographical Survey for the Project Site The detailed Topographical Survey is provided in the Project Information Memorandum available with MCD and may be collected from MCD office. Figure 2: Site Plan	Site is fairly level and Layout/site plan is available. Remaining part is deleted.
Vol. II SCHEDULE 2	Permissible and Prohibited activities in the Project Facilities	The permissible activities & prohibited activities on the site for commercial component will be as per MPD 2021, bye laws, fire norms & other regulation etc.
Vol. II SCHEDULE 2 (e)	Space Standards for Car Parking	Deleted
Vol. II SCHEDULE 2 1.1.2	Open type construction should have sufficient opening in the facade to ensure permanent ventilation of building. Facade shall include a minimum 40 % opening or windows.  Parked cars should be screened from external view, but views out of the car park from within should be promoted.	As per MPD 2021, bye laws, fire norms & other regulation etc. & remaining part is deleted.
Vol. II SCHEDULE 2 1.2.1.6	Payment control system The Concessionaire shall primarily employ Pay-on-Foot revenue control system and shall facilities for Cashless Transactions. Payment on exit may also be provided in conjunction with the above systems	The word "primarily" is "deleted".
Vol. II SCHEDULE 2	Construction Requirements (Automated Parking) The system must be able to transfer out all parked	As per MPD 2021, bye laws, fire norms & other regulation etc. &



1.1 (x)	cars in maximum time of 2 hours	remaining part is deleted.
Vol. I Appendix A4 3 (a)	Represented by its Chairman and having its principal office at Rajiv Gandhi Bhawan, New Delhi (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. [●] dated [●] (the "RFP") for Development & Monetization of Land Parcel under MCD situated at Community Centre at Madipur, Punjabi Bagh, New Delhi as Multi Level Car Parking Facility and Commercial Complex(the "Project")	Represented by its Commissioner having its Principle Office at Dr. SPM Civic Centre, New Delhi.
Vol. i Clause 2.30	The concessionaire/successful bidder will have to deposit Performance Bank Guarantee of Rs.2.50 Crore within 15 days of the issue of LOA.	The Performance Bank Guarantee, Performance Security & Performance Guarantee mentioned in the tender document in various clauses shall have same meaning. It is further added that in case Performance Guarantee is not deposited within 15 days issue of LOA (Letter of Acceptance), then competent authority can extend this period further by 07 days only. However, in case Performance Bank Guarantee is not deposited within this extended period of 07 days, then Bid Security/Earnest Money (Rs.60.00 Lac) will be forfeited and further action as per clause 4.2.3 of Vol. I will be taken.
Vol. I Clause 2.26	For the financial evaluation of the bid, it has been mentioned that discounted rate can be considered as 10% for the purpose of calculating NPV, However, Finance is of the view that a definite discounted rate be considered by the department in advance and no change may be allowed to be made at later stage.	The discounted rate of 10% shall be considered by the department and there will be no change in discounted rate.
Vol. I Clause 2.2.6	Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, Incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements.	In case bidder is a single entity, the formation of SPV is not required.
Vol. I Clause 2.2.8	A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate .....	"Deleted"
Vol. I Clause 2.18	Late Bids	The late bids means the bid uploaded beyond the time line given in Notice Inviting Tender on e-tenders.
Vol. II Clause 7.1 (iii)	The Annual Recurring Fee shall be payable in advance on a quarterly basis for each quarter of the respective Year within 15 days from the start of every quarter.	The Annual Recurring Fee shall be payable in advance on a quarterly basis for each quarter of the respective Year within 15 days from the start of every quarter. In case payment is delayed beyond the 15 days, the concessionaire is required to pay interest @12.50%



		per annum for the delayed period upto 03 months from the 1 <sup>st</sup> day of quarter. In case delay period in payment is more than 03 months & upto 12 months, in addition to above interest, a penalty of Rs.50,000/- will be levied. In case of default in payment more than 01 year will be result in termination of agreement under clause 10.2 of Article 10. Provisions given in clause 8.14 of Vol. I will also be applicable.
Vol. I Clause 2.25.1	The Bidder shall furnish as part of its Bid, a BID SECURITY of Rs.60 Lakh (Rupees Sixty Lakh only) .....	EMD/bid security is Rs.60.00 Lac. This amount should be read in all clauses.
Vol. I Clause 2.2.2 (b)	Registration: The Bidder shall be registered with the GST, Income Tax Department and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, BOCW Welfare Board including provident fund code no. etc and should have /should establish their local office in Delhi/NCR with adequate service back up team. In case, the bidder is not registered with any of the above stated or any statutory authorities then an undertaking is to be submitted by the tenderer .....	After deposit of Performance Bank Guarantee, Letter of Award will be issued. In case Concessionaire does not get registered himself with defined agencies/department within 03 months of the award of work, then competent authority can extend this period further by 15 days only. However, in case Concessionaire does not get registered himself with defined agencies/department within this extended period of 15 days, then Performance Bank Guarantee of Rs.2.50 Crore will be forfeited. It will be treated as withdrawal of the bid by the successful bidder and further action as per clause 4.2.3 of Vol. I will be taken.
Display name of MCD		The concessionaire is required to display the name of the Corporation at Parking Site and at Commercial Component.
Vol. I Clause 2.22.1	Confidentiality .....	The clause 2.22.1 regarding <b>confidentiality</b> will be applicable both MCD & Bidders.
Vol. I Clause 2.25.4 (iii)	If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit .....	The word " <b>Government</b> " will mean " <b>MCD</b> " wherever context requires so.
Vol. I Clause 8.4	The commercial component shall be permitted to the extent of 25% of the total built up area limited to FAR 100. The maximum ground coverage will be permissible upto 50% as per MPC-2021 DDA Norms for this plot. The setbacks, as applicable, are required to be provided.	Commercial activity as permitted in clause 12.14.3.7 of MPD 2021 will be applicable. MPD 2021, DDA norms for the plot and Bye-laws will be followed.
Vol. I Clause 8.7	However, in case the work of construction/development and commencement of the operation of parking is not completed within the validity period of sanctioned building plan i.e. 5 years .....	The time period for the construction is 02 years. The
Vol. I Clause 8.11	No Pending Dues: The Bidder should not have any pending dues recoverable by erstwhile SDMC or MCD. The Bidder must give an undertaking in this regard.	The word "erstwhile SDMC" shall be read as erstwhile SDMC, NDMC & EDMC. The word MCD shall be read as unified MCD.



Property Tax	Property Tax as per MCD rates will be applicable on Commercial Component/Area so developed.
Illegal Activity	No illegal activity is carried on in the premises in question by the concessionaire/lessee of commercial area.
Civil or Criminal liability	In case any liability (civil or criminal) arose during the execution of work, the concessionaire shall be solely liable for the same and an indemnity bond to this effect shall be submitted by the concessionaire alongwith the submission of Performance Bank Guarantee.

The aforesaid, replies/clarifications shall become part of the tender document and shall be binding on the intending bidders.

No individual/separate intimation (in any form) shall be given to any of the intending bidders.

Ex. Engineer (Parking)(C)

**Distribution:**

**All concerned**

**Copy to:**

1. **C.E. (Parking)** for information
2. **S.E. (Parking)** for information
3. **AC (IT), MCD** with the request to upload the same on the MCD website i.e. [www.mcdonline.nic.in](http://www.mcdonline.nic.in) under caption "Development & Monetization of Land Parcel under MCD situated at Community Centre at Madipur, Punjabi Bagh, New Delhi as Multi Level Car Parking Facility and Commercial Complex - **Replies with respect to queries raised in Pre-Bid meeting held on 05-04-2024 (NIT No.: EE (Parking) Project/TC/2023-24/3 dated 15-03-2024)**

Ex. Engineer (Parking)(C)