

Corrigendum-I

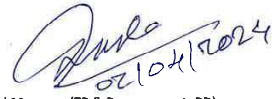
Tender No: P1PD-28/2024 dated 05.03.2024

Name of Work: Licensing of Retail Business Spaces having area less than 100 Sq Mtrs. at selected metro stations at Corridor -1 & Corridor 2 of Pune Metro Rail Project for a period of 09 Years

Dated: 02/04/2024

Replies to Bidder's Queries				
S.No.	Clause No.	Existing Tender Condition	Bidder's Queries	Reply to Queries
1	6.10.1	Clause 6.10.1 Applicable Power of Attorney for signing the Bid as per the format at Bid Form-IV and Bid Form-V; Instruct on of Bid Form-IV The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.	Is it mandatory for the partner, in case of a partnership firm as the "entity", to be the signatory in the agreement or can the "Attorney" as per the POA, be the authorized signatory of the lease agreement?	Understanding of the Bidder is correct. Authorised Signatory of the Bidder nominated by Power of Attorney as per Bid Form-IV shall sign the Agreement. Refer to Clause 6.10.1 and Bid Form-IV.
2	6.17.7	Forfeiture of Bid Security: The Bid Security shall be forfeited and appropriated by Maha-Metro as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro for, inter alia, time, cost and effort of Maha-Metro without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise, under any of the following conditions: [b]: If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;	There is no cancellation allowed once the bid has been submitted. If however, for unforeseen circumstances, the agreement cannot be signed, what is the fee/consequence?	Tender condition prevails. Refer to Clause 6.17.7 volume 1 and Clause 4.5.4 of Volume-2.
3		General	Can the lessee details for the spaces allotted at the Pimpri station be obtained? This is to check if any tenant is willing to sublet (the space priority for me was Pimpri).	Tender condition prevails. Details of LOA shall be made available on the PMRP website, subject to approval of the Competent Authority.
4		General	Can a formal request be submitted to be informed in case any signed agreements for the Pimpri station allocated spaces have been dissolved for any reason. Can any future openings be communicated on the basis of an email or formal request?	Maha-Metro shall float a separate tender for licensing of PB spaces for vacant PB spaces in the future. Bidder is requested to refer PMRP website for further details.
5	4.6.1 of Volume-2	4.6.1. The licensee will have to pay fixed rental charges as per approved rates as per Maha-Metro's policy. The bidder/licensee will have to declare the load required for the Retail business space at the time of possession of business space as per (Annexure-A). Depending on the load the fixed rental charges will be levied by Maha-Metro, which will be revised yearly during license period. Licensee shall have to maintain its power demand within the declared load. However, the licensee if request for additional power load the Maha-Metro will provide the same with the fixed charges applicable for increased load. Licensee will have to apply the same one month in advance.	Please provide details of how the common costs (i.e., Electricity II, Water III, Common space maintenance charges etc.) will be charged to the individual tenants.	Refer to Clause 4.2 (Common Area Maintenance), 4.3 (Facilitation Charges) & 4.6 (Fixed Rental Charges) of RFP volume-2
6	12.1.1 of Volume-2	The Licensee shall, at its own cost and expenses, purchase and maintain during the License Period insurance to cover against: a. Loss, damage or destruction of the Licensed Area, at replacement value; b. The Licensee's general liability arising out of this Agreement; c. Liability to third parties, injury, disability and death of licensee's employee; d. The risks that may devolve on Maha-Metro as a consequence of any act of negligence or omission by the Licensee or its employees, agents, contractors etc.; and Any other insurance that may be necessary under and in accordance with the financing documents, Applicable Laws to protect the Licensee and its employees, including all Force Majeure Events that are insurable, and not otherwise covered in items above. The licensee within 45 days from the date of handing over of Retail Business space(s), shall submit copy of insurance to Maha-Metro.	Insurance of the space is covered by the Maharashtra Metro Rail Corporation Ltd.?	Tender condition prevails. Refer to Article 12 of DLA (Volume-2).
7		General	* What values are required to be filled for line items like: "SEARCH TEAM"; "ACCOUNTING INFORMATION %"; "PAYMENT DATA %"; etc. * The said values appear to be of field details when the vendor is created in SAP	Bidders are requested to contact the PMRP Tender Executive on 020-26051072 for further details.
8		General	* Does the bidder have to fill the said form to the best of the available details like "BANK DETAILS"; "TAX INFORMATION"; "STREET ADDRESS" etc.	Understanding of the Bidder is correct.
9	Bid Forms	Bid Form-II	* Please confirm if the said "Vendor Registration Form" is required to be uploaded as a part of the " BID FORM - II: Details of Bidder"	Yes. Understanding of the Bidder is correct.
10	General	General	THE MAHARASHTRA METRO RAIL CORPORATION LTD Requests to reserve CVC/PD-3 in Civil Court of under 4% reservation for disabled persons applicable under Rights of Persons with Disabilities Act, 2016 and Maharashtra Government's Disability Person's Policy 2018.	Tender condition prevails.
11	3.2.1 of Volume-1 RFP	3.2.1 Qualification and Eligibility To be eligible for qualification and short-listing and for evaluation of its Financial Bid, a Bidder shall fulfil the following conditions of eligibility: For demonstrating eligibility of the bidder (the "Financial Capacity") for each built-up space, the Bidder shall be required to have any one of the following, A. Networth at the close of immediately preceding financial year i.e. as on 31st March, 2023 B. Average Annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date"	Trust Or Society registered in India 3.2.1. Exemption should be given from the terms of Also, Trust or Society registered tenderers should consider the net worth and average annual turnover of their trustees/directors together. Also, such an affidavit should be taken from the trustees to guarantee payment of rent to the MAHARASHTRA Metro Rail Corporation Limited.	Tender condition prevails.
12	6.17 of Volume-1 RFP	6.17 Bid Security	Trust or Society registered in India 6.17 exemption should be given to the terms	Tender condition prevails.
13	Notice Inviting Tender	Cost of documents: NR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) non-refundable (Inclusive of applicable taxes) through through online e-payment by Net Banking/RTGS/NEFT/Credit Card/Debit Cards.	Trust or Society registered in India exemption should be given to the terms	Tender condition prevails.




 General Manager (TP & Procurement -PD)
 Maharashtra Metro Rail Corporation Limited