

Response / Clarifications Queries raised during the Pre-proposal meeting held on September 5, 2007 at Vikas Sadan, DDA

S.NO	DOCUMENT	QUERY	CLARIFICATION
1	<i>Volume I -Part -I Instructions to Bidders</i>	What will be the FSI permissible at both sites?	FSI is computed only for the Commercial area. Commercial area not to exceed 30% of the permissible total built up area that is provided in RfP. (<i>Volume I -Part -II</i>).
2 a	<i>Volume I -Part -I Instructions to Bidders</i>	What type of commercial is permissible because as per bid document bidder can't construct hotels, marriage halls and other similar infrastructure that add to the demand for parking , since every commercial building will need parking space.	<p>Bidders are advised to refer to the relevant extract in respect of five tier system of commerce area under Sub Chapter Trade & Commerce, Retail Trade of Chapter Development Policy Planning Norms and the Land use Plan of MPD 2021 for the exhaustive listing of Commercial Uses permitted under each type of end-use.</p> <p><i>DDA has specifically prohibited the following commercial uses from the above listing:</i></p> <ul style="list-style-type: none"> • <i>Cinema houses and Cineplex's</i> • <i>Banquet hall/ marriage hall</i> • <i>Hotels</i> • <i>Service apartments</i> • <i>Guest Houses</i> • <i>Socio cultural center/ activities / recreational clubs</i> <p>Final approvals from DUAC, DDA etc are to be taken by the Concessionaire as per the terms of the RfP.</p>
2 b		Will parking for commercial be provided separately or included in main parking?	Parking for commercial is already included in the ECS provision specified for the site. See Amendments.

3	<i>Volume I -Part -I Instructions to Bidders</i>	What are the facilities that will be handed over to DDA after completion of Concession Period along with multilevel Parking?	The entire complex shall be handed over to DDA.
4	<i>Volume I -Part -I Instructions to Bidders</i>	Please provide the details of utilities along with the plan for utilities that need to be shifted if any.	There are no utilities to be shifted at both the Project sites.
5	<i>Volume I -Part -I Instructions to Bidders</i>	Has the soil investigation been done? If yes, kindly provide the details?	Soil investigation to be undertaken by the Bidders on their own.
6	<i>Volume I -Part -I Instructions to Bidders</i>	Details of existing structure facilities	There are no existing structures/ facilities at both the sites. All the peripheral services are available for the Project sites
7	<i>Volume I -Part -I Instructions to Bidders</i>	What is the scope of Traffic Maintenance outside the Parking facility?	Traffic Management outside the Parking Facility is the responsibility of the Traffic Police.
8	<i>Volume I -Part -I Draft Concession Agreement</i>	What is the extent of interim parking to be provided?	No Interim parking will be provided from the project sites during the construction period.
9	<i>Volume I -Part - II Draft Concession Agreement</i>	Renewal of Independent Engineers term beyond 3 years at sole discretion of DDA. Concessionaire's concurrence also to be taken for the same.	No change in provision of the RfP in this regard.
10	<i>Volume I -Part - II</i>	In the event that DDA takes over the responsibility of Independent	No fees payable to DDA in case DDA takes on the role of Independent Engineer.

	<i>Draft Concession Agreement</i>	Engineer for O&M and Handback of project, is the concessionaire liable to pay any fees to DDA.	
11	<i>Volume I -Part - II Draft Concession Agreement</i>	Is the concessionaire's obligation to ensure that the project facilities are free from all encroachments only for the concession period? The site would be handed over to the Concessionaire free of all encroachments as per Article 6.1 (b), please confirm.	Yes it is the Concessionaire's responsibility. Yes, the site shall be handed over by DDA to the Concessionaire free of encumbrance
12	<i>Volume I -Part - II Draft Concession Agreement</i>	Please provide information pertaining to the current status of utilities and amenities at the site as available with DDA.	See response to Q. No. 4
13	<i>Volume I -Part - II Draft Concession Agreement</i>	The cost of Utility Diversion at the project site will be reimbursed to the Concessionaire by DDA. Please confirm	Yes or the same shall be directly facilitated from the concerned agency by DDA.
14	<i>Volume I -Part - II Draft Concession Agreement</i>	Parking area under stilts to be or not to be considered towards Total Built Up Area computation. Please confirm.	Yes it is considered towards the Total Built Up Area. See amendment.
15	<i>Volume I -Part - II</i>	Can facilities from an external lab be used or is it required to set up a	Yes.

	<i>Draft Concession Agreement</i>	fully functional lab at site.	
16	<i>Volume I -Part - II Draft Concession Agreement</i>	Schedule 6 - Blank spaces indicating 'end-use may be' and 'end-use of the commercial facilities shall not be' may please be filled in.	No change in provision of Rfp in this regard. The Schedule has been left intentionally blank, for filling up at the material stage when the CA gets executed between the successful bidder and DDA.
17	<i>Volume I -Part - II Draft Concession Agreement</i>	RFP document states that all applicable taxes will be borne by the concessionaire. Please clarify as to what kind of taxes would be borne by the concessionaire and the quantum of the same.	The intention is not to provide an exhaustive listing but indicate the responsibility of the Concessionaire in payment of municipal taxes such as property tax, service tax etc.
18	<i>Volume I -Part - II Draft Concession Agreement</i>	Preliminary soil investigation done by DDA may please be provided in order to understand the sub-soil strata, including status of water table.	See Response to Q.5
19	<i>Volume I -Part - II Draft Concession Agreement</i>	A design criterion of 60 to 80 ECS per lift is expected in design. We feel that this would lead to provision of too many lifts and a benchmark of 100 ECS/lift would be sufficient to cater for projects of this scale. Kindly clarify as to under which standard such provisions have been set in?	See Amendment.

20	<i>Volume I -Part - II Draft Concession Agreement</i>	It has been noticed while site visit that illegal parking are operational in the Nehru Place area, which are acting as easy accessible parking for the commuters. Please clarify: does DDA plan to develop a joint mechanism to handle the menace of the illegal parking lots in the Nehru Place?	DDA shall inform the concerned authority about areas that should be part of the ‘No Parking Zone’ and to take suitable action against violators.
21	<i>Volume I -Part - II Draft Concession Agreement</i>	The proposed site is eccentric to the actual parking requirement location. It may so happen that the public at large may not find it convenient to park at the proposed site and walk approx. ½ km within the Nehru Place to reach to their destination. In order to overcome this, what are the steps being taken by DDA? Does DDA plans to start shuttle service between the parking site and main office buildings in Nehru Place?	DDA shall not provide any shuttle service. The concessionaire is free to provide this service.
22	<i>Volume I -Part - II Draft Concession</i>	Master plan of Delhi provides for maximum 25% of commercial area in Multilevel Car Parking projects. As per RFP document,	These plots are part of the comprehensive scheme of the District Center and Commercial area specified. It is part of the overall approved scheme of the District Center.

	<i>Agreement</i>	30% of the built up area is given for commercial development. Please clarify.	
23	<i>Volume I -Part -I Instructions to Bidders</i>	The last date for submission of proposals is October 08, 2007. The pre-bid meeting has been deferred from the scheduled date. It is requested that the last date for submission shall be extended - 8 weeks from the date of providing clarifications on the queries raised in the pre-bid meeting.	The Proposal Submission date has been postponed from October 08, 2007. The revised date of the Proposal submission shall be intimated on the DDA website www.dda.org.in
24	<i>Volume I -Part - II Draft Concession Agreement</i>	Technical evaluation criteria table for calculation of threshold score for qualification may please be provided.	See amendment.
25	<i>Volume I -Part -I Instructions to Bidders</i>	What is the validity period of the proposal security – 12 or 13 months?	12 months.
26	<i>Volume I -Part -I Instructions to Bidders</i>	Appendix 5 B, What is the definition of Concession Fee wrt Reserve Price? Is the escalation of 3% to be levied only on the difference between the Concession Fees or on the entire Concession Fees	Concession fee has to be more than the reserve price; else the commercial proposal shall not be acceptable. Escalation of 3% is to be levied year on year on the Concession Fees payable by Concessionaire.

27	<i>Volume I -Part - II Draft Concession Agreement</i>	Table 1.3 – The ECS number is very high for the Nehru Place Project. The height of the building / depth of basement may be altered to accommodate requisite ECS along with optimal commercial viability.	No change in the number of ECS provision
28	<i>Volume I -Part - II Draft Concession Agreement</i>	Table 1.5: The height of a non-SUV Vehicle has been considered as 1.8 m. This may be changed to 1.7 m as all non-SUV Indian made vehicles are less than 1.7 m height and the sites are already constrained by other dimensional requirements	No change in provision of the RfP in this regard.
29	<i>Volume I -Part -I Instructions to Bidders</i>	Appendix 5 B; The reserve price for the sites is on the higher side. They may be scaled down.	No change in provision of the RfP in this regard.
30	<i>Volume I -Part - II Draft Concession Agreement</i>	Article 11: Kindly clarify the scope of the “Handback Guarantee”?	Please refer to Article 11 of the Draft Concession Agreement. It is brought to the notice of the bidder in this context that two separate bid Guarantees are to be provided by the Concessionaire, one for the parking and the other for the commercial facilities.
31	<i>Volume I -Part - II Draft Concession Agreement</i>	Article 6 – Kindly clarify the scope of DDA’s compensation to the Concessionaire towards shifting of the underground utilities.	See response to Q.No 13
32	<i>Volume I -Part -</i>	What will be the location of labor	Independent Engineer shall fix this in consultation with the

	<i>II Draft Concession Agreement</i>	hutments and material stocking yard?	Concessionaire at the appropriate time. This shall have to be accommodated on the project site.
33	<i>Volume I -Part - II Draft Concession Agreement</i>	Is the Financial Closure period 120 days or 180 days?	The Financial Closure period is 180 days from the Appointed Date for both sites. See Amendment.
34	<i>Volume I -Part - II Draft Concession Agreement</i>	The relevant soil data may be made available to the bidders for carrying out structural designs	See Response to Q. 5
35	<i>Volume I -Part - II Draft Concession Agreement</i>	Schedule I (3), Table 1.3 Pt 8: Since the depth of the foundation is limited to 12.0 m, a soil investigation report is required to verify that piles will not be required .in case of piles will the Pile cap depth be limited to 12.0 m	See response to Q. 5 In case, pile foundations are required for supporting the structures, there is no limitation regarding extending the stem of pile below 12.0 m.
36	<i>Volume I -Part - II Draft Concession Agreement</i>	Schedule I(3), Table 1.3 Pt 8: The basement level will be 12 m below which defined level.	Basement level shall be from ground level. See Amendment.

37	<i>Volume I -Part - II Draft Concession Agreement</i>	Schedule I (3), Table 1.3 Pt 5: The height of the building has been defined as 28 m above the ground/prazza level. Does this include the lift machine room?	No this does not include the lift machine room.
38	<i>Volume I -Part - II Draft Concession Agreement</i>	Which authority will approve / sanction the building plan?	Building Department, DDA shall approve the building plan.
39	<i>Volume I -Part - II Draft Concession Agreement</i>	After receiving the pre-bid clarifications a minimum period of 8 weeks is required for preparing the bid. The last date for submission maybe extended accordingly.	See response to Q. No 23