



# DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.

18-A, DDA SCO COMPLEX, DEFENCE COLONY, NEW DELHI-110024

## **CORRIGENDUM 1 FOR RFQ FOR SELECTION OF ASSET MANAGER FOR O&M OF SPACE BELOW RAJA GARDEN FLYOVER IN NEW DELHI**

Further to the pre-bid meeting held on 10<sup>th</sup> December 2012 for the captioned Project, the responses to written queries raised by the various bidders and the revised RFQ can be downloaded from the website of DTTDC ([www.delhitourism.gov.in](http://www.delhitourism.gov.in)).

The date of submission of Application is extended to **22<sup>nd</sup> January 2013** by 1100 hours.

Date: **26<sup>th</sup> December 2012**

General Manager

## Response to Queries Raised by Bidder

S. No	Chapter	Query	Response from DTTDC
1	Chapter 1: Introduction	(1.2.10) : The annual premium for first 3 years should be NIL since running cost of the project will be too high. For first 3 years there should be revenue sharing policy. A concept of minimum guarantee should be followed that should be of Rs. 10 lac per year, mode of payment shall be 6 monthly basis, which means 1st payment (Rs. 5 Lac) in the beginning of the tenure and the 2nd payment (Rs. 5 lacs) after completion of 6 months. As the same is being followed by all the Government Bodies. It should be a joint venture and efforts should be mutual and it should not be focused on finding a rich Asset Manager.	<p><b>Original Clause – 1.2.10:</b> The Asset Manager will be required to pay annual premium to DTTDC at the beginning of each year throughout the contract period. The annual premium payable by Asset Manager to DTTDC has been fixed at Rs 30 lakhs in first year. The annual premium would be escalated at 7% every year. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.</p> <p><b>Revised Clause – 1.2.10:</b> No premium is payable at beginning of first year. However, the Asset Manager will have to pay annual premium of Rs 5 lakhs at the beginning of second year and Rs 10 lakhs at the beginning of the third year. The Asset Manager will be required to pay annual premium of Rs 30 lakhs to DTTDC at the beginning of fourth year, which shall be escalated at rate of 7% per annum from fifth year onwards and payable until the end of contract period. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.</p>
2	Chapter 1: Introduction	Lease shall be of 30 years, the same can be done by putting a clause to "Can be extended for 15 years, depending upon the performance". You have offered the premises for 15 years Lease period. In our opinion, the 15 years is a very less time due to the fact that a lot of expense will be borne by the lessee to run the premises. The time should be minimum 30 years instead of 15 years.	The lease will be for a period of 15 years.
3	Chapter 1: Introduction	Fit out time shall be minimum 6 months. What is the fit out time after Lease Agreement? The fit out period should also be extended to one year instead of 3 months, since, lot of arrangements are to be made for curbing the loud noise, safety measures to be taken, to renovate all the toilet blocks, all the broken glass panes to be replaced,	The Asset Manager will be provided fit out time (Condition Precedent period) of 3 months from the date of signing of contract.

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		doors & windows to be repaired/replaced, flooring work to be done, electric fixtures & fittings to renovate, etc.	
4	Chapter 1: Introduction	After the bidding process and the Asset Manager is selected, when you hand over this property basic cleaning should be done by your department.	The property will be given to Asset Manager on as is where is basis.
5	Chapter 2: Instructions to Bidders	(2.2.2 A (ii)): Asking for a Turn Over of Rs 1.25 Crores in Eligible Activities is not appropriate as Turn Over cannot be segregated on activity basis. Also all these activities are in cash and cannot be accounted for	<p><b>Original Clause – 2.2.2 (A) (ii):</b> Minimum Average Annual Turnover equivalent to Rs 1.25 crores (rupee one crore and twenty five lakhs only) in the immediately preceding last five years from Eligible Activities as provided in Clause 3.2.</p> <p><b>Revised Clause – 2.2.2 (A) (ii):</b> Minimum Average Annual Turnover equivalent to <b>Rs 50 lakhs</b> (rupees fifty lakhs only) in the immediately preceding last <b>three years</b> from Eligible Activities as provided in Clause 3.2.</p>
6	Chapter 2: Instructions to Bidders	Asking for a net worth of Rs. 1 Cr. is too high it should not be more than 20 Lac or it should equal to the Bid Amount	<p><b>Original Clause - 2.2.2 (B):</b> The Applicant shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 1 crore (rupees one crore only) at the close of the preceding financial year.</p> <p><b>Revised Clause - 2.2.2 (B):</b> The Applicant shall have a minimum Net Worth (the “Financial Capacity”) of <b>Rs. 25 lakhs</b> (rupees twenty five lakhs only) at the close of the preceding financial year.</p>
7	Chapter 2: Instructions to Bidders	(2.2.3): These conditions are not required and more over you should ask the applicants to furnish audited turnover of 3 years and not of 5 years	<p><b>Original Clause – 2.2.2 (A) (i):</b> Minimum Average Annual Turnover equivalent to Rs 2.5 crores (rupees two and half crores) in the immediately preceding last five years.</p> <p><b>Revised Clause – 2.2.2 (A) (i):</b> Minimum Average Annual Turnover equivalent to Rs 2.5 crores (rupee two and half crores) in the immediately preceding <b>last three years</b>.</p> <p><b>Original Clause – 2.2.2 (A) (ii):</b> Minimum Average Annual Turnover equivalent to Rs 1.25 crores (rupees one crore and twenty five lakhs only) in the immediately preceding last five years from Eligible Activities as provided in Clause 3.2.</p> <p><b>Revised Clause – 2.2.2 (A) (ii):</b> Minimum Average Annual Turnover equivalent to <b>Rs 50 lakhs (rupees fifty lakhs only)</b> in the immediately preceding <b>last three years</b> from</p>

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			<p>Eligible Activities as provided in Clause 3.2.</p> <p><b>Original Clause –2.2.3 (i):</b> The applicant shall provide Certificate(s) from its statutory auditors specifying the total turnover and total turnover from Eligible Activities, during the past five years as specified in Clause 3.2.</p> <p><b>Revised Clause –2.2.3 (i):</b> The applicant shall provide Certificate(s) from its statutory auditors (or duly certified annual financial statement from Chartered Accountant) specifying the total turnover and total turnover from Eligible Activities, during the past three years as specified in Clause 3.2.</p>
8	Chapter 2: Instructions to Bidders	(2.2.5): Consortium information is not required	If Bidder is submitting bid as a consortium, then details of all the consortium members needs to be submitted as specified in RFQ.
9	Chapter 3: Criteria for Evaluation	(3.3/3.4): Technical Experience should be optional not mandatory.	The technical experience is mandatory as it will help DTTDC in ascertaining the experience of Bidders in undertaking eligible activities as specified in Clause 3.2.
10	Chapter 3: Criteria for Evaluation	Outdoor Advertisement should be permissible in the terms and conditions.	<p>Accepted.</p> <p>The outdoor advertisement will be permissible subject to terms and conditions of South Delhi Municipal Corporation and any applicable local rules.</p>
11	Appendix V – Project Information	How much load of electricity is sanctioned at the site and how much load is in running and what about the dues of Electricity Department? Please confirm whether any alternate arrange in case of power failure has been made. Whether lessee is eligible for installation of any type of genset for making alternate arrangement of power failure?	Currently, no electricity connection is available at the project site. The Asset Manager will be required to take electricity connection. The Asset Manager will be eligible for installation of any type of genset for making alternate arrangement.
12	Appendix V – Project Information	Whether the Delhi Jal Board water connection is available or not? If available, whether the water connection is in a running condition. What is the Bore size of the water connection?	The water connection from Delhi Jal Board is available. The size of pipe is 15 mm. The water connection to Asset manager will be provided on as is where is basis.
13	Appendix V – Project Information	How many bore wells are available and what are the capacities of each? How much is the depth of the bore wells? What capacity of submersible pumps and motor pumps are installed? Whether these Submersible pumps/	Currently, two bore wells are available at project site. The Asset Manager will be required to develop the bore wells for using them. The yield from bore well can be known only after development.

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		water pumps are in a working condition or not?	
14	Appendix V – Project Information	What is the quality of water? Whether the water is fit for drinking or not? Please give us the details clearly.	The quality of water can be determined once bore wells are made functional by the Asset Manager.
15	Appendix V – Project Information	Whether sewer connection is available or not? If not, whether STP is installed and what is the capacity of STP and if STP is also not available then what is the other source to exit of toilet water, waste water, etc.	The sewer connection is available. The STP is not installed.
16	Appendix V – Project Information	What is the position of water logging due to uneven floor of that area? Whether you have made proper arrangement for clearance of the water.	During heavy rains water logging happen sometimes. If any works for water logging is required it will be the responsibility of the Asset Manager. The property will be given to Asset Manager on as is where is basis.
17	Appendix V – Project Information	<p>Fire clearance NOC from fire Department should be taken by your department, as to run a food court it is a mandatory criteria remaining related formalities shall be taken care by the Asset Manager.</p> <p>Whether Fire Fighting NOC is required for running the restaurant/banquet. If yes, have you taken the NOC or not? In this connection, please let us know whether lessor will take NOC or lessee will take?</p>	DTTDC will assist Asset Manager on best efforts basis in obtaining approvals from relevant authorities by issuing NoC certificate. The Asset Manager will be responsible for obtaining NOC for firefighting/clearance from relevant authorities.
18	Appendix V – Project Information	Whether you have installed fire fighting equipments or not? If not, who will install it whether lessee or lessor?	Currently, there is no firefighting equipment at the project site. The Asset Manager will be required to install firefighting equipment as per applicable rules.
19	Appendix V – Project Information	How much area and at what point the parking arrangements have been made?	The Asset Manager will have to make his own parking arrangements. For information of bidders, the public parking is available in the complex of malls situated near the project site.