



Bangalore Metro Rail Corporation Limited
3rd Floor BMTCL Building, Shanthinagar Bangalore 560 027

Response to Queries

Development of Namma Metro' Tower near Metro station at S.V Road in Bangalore under a PPP (Design,Finance, Build, Operate & Transfer) Framework

Ref: Notice Inviting Tender dated December 1, 2011 and Corrigendum II dated February 23, 2012

The following are the responses to the queries raised by interested Bidders regarding the subject project.

Sl.No	Query	Response
1.	Kindly explain as to what is BMRCL's right over the proposed project area? Whether the property has been conveyed to BMRCL?	As per Government Order 171, CGM 2008 dated 15 th September 2009 from Health and Family Welfare department, the project site has been handed over to BMRCL and BMRCL has encumbrance-free title on the land.
2.	Request for extension of time for the submission of the bid documents.	The matter was examined and the time for the submission of the bid document is extended till April 30, 2012 upto 1500 hours
3.	Kindly state what is the width of Old Madras Road abutting the project site?	The width of the Old Madras Road is approximately 30 mts
4.	The CDP states that the proposed road width of old Madras Road at this point would be 67 ft. This would significantly reduce the area of the project site available for construction. Kindly clarify as to what would be the site area available for development? Also clarify how Concessionaire's will be compensated if portion of the land is acquired for road widening?	Widening of Old Madras Road is not envisaged near the project site and hence the area of the project site would not get impacted.

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5.	The PIM states that the site area is 1.96 acres. Kindly confirm if you have considered the extent of space that would be lost towards road widening etc., in arriving at the area of 1.96 acres as being available for the purpose of development?	Same as above
6.	The building lines as specified in the Zonal Regulations, (Volume III, Appendix I), provides that the building lines should be atleast 5 mts from Old Madras Road at this point. Kindly confirm if the contractors are required to consider this set-back within the project area of 1.96 acres.	The contractors are required to adhere to bye-laws and regulations while developing facilities within the project site
7.	The Comprehensive Development Plan denotes the project area as being earmarked for Public/Semi-public uses only. Under the CDP land meant for public/semi-public purposes can be used for commercial uses only of the category of C-2 and that too for a maximum of 20% of the site area. Kindly confirm if BMRCL has applied or would be applying for change of land use to commercial purpose, C-3	Land use conversion, if required, would be carried out by the BMRCL during the Condition Precedent period.
8.	Kindly confirm that the PIM contemplates a development of a facility meant to improve the amenities made available to a commuter and that it is not intended to restrict it to uses contemplated in land use category U4.	BMRCL would not restrict the type of facilities that could be constructed in the project site provided the Minimum Development Obligations (MDO) conditions are fulfilled.
9.	Please confirm if the height restrictions for the entire site area, permits construction of building having 45 to 100 mts height. Please specify if any part of the	The project site has no particular height restriction constraints. However, the developer is required to adhere to bye-

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	project area has a lower height restriction.	laws and also obtain clearances for height restrictions from the Airport Authority of India.
10.	The CDP contemplates an FAR of only 2.25 in lands earmarked for Public and Semi-Public purposes. Kindly clarify as to why PIM assumes the FAR to be 4.00?	Kindly refer the clause 3.16 (ix) in page number 25 of the Bangalore Road Master Plan 2015, 2007, Volume III which mentions that, Areas which fall within 150m radius from the metro terminals shall be eligible for a maximum FAR of 4.0 for all permissible uses.
11.	Kindly confirm that the Commercial project contemplated is of the nature described in Category - C3 of the Zoning Regulations.	The commercial project contemplated could include the facilities mentioned under the Category-C3 in page number 12 of Revised Master Plan 2015, Bangalore, 2007, Volume III, Zoning of Land Use and Regulations
12.	Kindly confirm that the Concession Payment will be fixed lump sum fee subject to enhancement by 5% every year and that no other variation or differential model is permissible as suggested by Schedule X of the Draft Concession Agreement & other ambiguous provisions relating to Concession Payment.	It is confirmed that the Concession Payment, the bid parameter of the project, is the fixed lump sum payment to be made by the developer on the first day of every quarter increased at the rate of 5% annually. It is further clarified that it will not lead to any ambiguity as the Schedule X of the Draft Concession Agreement would be finalized at the time of signing of the Concession Agreement with the successful bidder.
13.	Kindly confirm that the Concession Payment would be due only on the end of the relevant quarter.	No, the Concession Payment has to be made on the first day of every quarter.

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14.	Clause 3.6.6. on page 30 appears to give the impression that the SPV has to be in existence for signing the Concession Agreement, once LOA is issued. The incorporation of SPV will be initiated only on issuance of LOA and hence the incorporation formalities may take longer than 30 days. Kindly clarify that the concessionaire will be provided reasonable time to secure the incorporation of the SPV	Generally for all PPP projects, the selected bidder would be asked to execute the Concession Agreement within 30 days of the acknowledgement of LOA as all the formalities to incorporate a SPV could be completed within that timeframe. However, if the same could not be completed because of unforeseen reasons, then the time frame could be extended based on mutual consent between the BMRCL and the Bidder.
15.	Since the selected bidder will be paying the development premium of Rs. 6.0 Crores on the Agreement, request you to please remove payment of Performance Security	The condition shall remain unchanged
16.	Since the project will be under construction, can the development premium payable during the first and second anniversary be adjusted along with development premium payable from 4th Anniversary onwards?	The condition shall remain unchanged
17.	Since development premium is substantial, request you to please adjust the Project Development Expenses within the Development Premium of Rs. 52 Crores	The condition shall remain unchanged
18.	Since development premium is substantial, request you to please remove payment of Premium Security and Certification Guarantee	The condition shall remain unchanged
19.	Request you to please provide clarity as how Registration Charges / Stamp Duty will be computed for Concession Agreements. Alternatively, please quantify this cost	The stamp fee and registration charges will have to be paid in accordance with the applicable laws viz., The Karnataka Stamp Act, 1957 and Indian Registration Act,

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		1908. At the time of execution of the Concession Agreement, the exact value of the stamp duty and registration charges would need to be ascertained from the Registrar of Stamps & Registration, Government of Karnataka.
20.	Please quantify how much the Concessionaire need to pay as remuneration for the Project Engineer and the frequency.	Once the Concession Agreement is signed between the selected Bidder and the BMRCL, the process of selection of Project Engineer would be carried out by the BMRCL through a transparent tendering process. Whoever quotes the lowest fee in their tender proposal would be selected as the Independent Engineer for the project. His remuneration would be shared equally between the BMRCL and the selected Bidder and would be paid on a monthly basis.
21.	Since the approvals/sanctions are taken in the name of BMRCL, request BMRCL to reimburse charges paid in the name of BMRCL. Request relook at this payment	The condition shall remain unchanged
22.	Since the property tax will be paid in the name of the BMRCL, the Concessionaire may not be in a position to avail tax benefits. Request relook at this payment	The condition shall remain unchanged
23.	Since Utility Deposits are refundable in nature, request BMRCL to pay for this	The condition shall remain unchanged

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24.	Since development premium is payable from day 1, request for removing paying premium security for subsequent payouts	The condition shall remain unchanged because of the objective of seeking premium security is to ensure timely payment of Development Premium by the Concessionaire.
25.	Please clarify whether the Concessionaire will be permitted to use the facilities created under MDO on 'Pay & Use' basis	Yes, it is clarified that the Concessionaire will be permitted to use the facilities under MDO on 'Pay & Use' basis
26.	Please clarify as how commercial / retail / hotel development is permitted under 'Public & Semi-Public' landuse as the GO provides higher FAR only for all permissible uses . Commercial / Retail are not permissible uses under 'Public & Semi-Public' landuse. Also, please confirm whether any 'Change of Landuse' is obtained by BMRCL to permit commercial / retail / hotel. If yes, please provide a copy of 'Change of Landuse'	Land use conversion for construction of commercial facilities, if required, would be carried out by the BMRCL.