



MAHA MUMBAI METRO OPERATION CORPORATION LTD (MMMOCL)

e-tender Title:

Licensing of spaces for retail & other commercial uses at Mumbai Metro Line 2A & 7 stations

e-tender no:

2517 dated June 7, 2021

RESPONSE TO PRE-BID QUERIES

Following are the queries received in writing via email from prospective bidders and corresponding clarifications from MMOCL -

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
1	Clause 10 / Page 33	Eligibility criteria: positive networth as of 31-Mar-2020	We meet the criteria of average annual turnover but have made losses in the initial 3 years of starting business. There are no external borrowings. The Directors have infused all the funds. Are we still eligible to participate?	Networth criteria stands deleted Refer S. No. 1 of Addendum 1
2	NA		Can we make a visit to all stations prior to bidding. What we understand to be Andheri may differ in terms of your terminology as Oshiwara since Oshiwara and Kaderpara are showing more ridership than the major stations like Andheri and Borivali.	Site visits are permitted from 15th June for which you need to send an email request. Ridership estimates for each station has been arrived at considering interchanges with other public transport modes and future developments in the area.
3	Clause 10 / Page 33	Eligibility criteria: positive networth as of 31-Mar-2020	Please consider either 31-Mar-2020 or 31-Mar-2021 towards this criteria to accommodate relatively new brands which turned networth positive in FY20-21	Refer S.No. 1 above for networth Further turnover criteria shall apply to either FY17-18, FY18-19, FY19-20 OR FY18-19, FY19-20, FY20-21 Refer S. No. 1 of Addendum 1
4	Clause 10 / Page 33	Eligibility criteria: Consortium or JV	Since the bidder can form an SPV after winning the bid, can you consider this before the bid as well? So that two companies jointly can fulfil the eligibility criteria? In our case for example, our group company would be the other company so requesting that be considered	Permitted to have JV or Consortium of maximum 2 members provided that each of the initial members hold at least 26% stake at the time of submitting the bid till the expiry of the lock-in period. Further the bidding consortium is required to submit a Joint Bidding Agreement and a Power of Attorney by the non-lead member in favour of the lead member as per the format prescribed in the addendum. Refer S. No. 2 of Addendum 1
5	clause 10 / Page 36	Category Exclusivity	We have 2 brands - snacks and oriental. What option do we have to choose? Can we choose specific kiosks under each category or will we have to opt for multi cuisine (for example- in unpaid south can we bid for kiosk small under snacks and kiosk medium under oriental)	Yes. The financial bid format has been modified to allow the category input against each unit. (refer addendum) Refer S. No. 8 of Addendum 1

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6	Clause 10 / Page 35	Bid Input	If we are not bidding on PSF and are bidding lumpsum - how will the weightage be given to a small kiosk vs a big one? Or will it just be on highest rent?	No weightage is assigned to the size of the kiosk. MMOCL will select winning bidders based on the combination that maximises aggregate revenue by applying all the boundary conditions set by MMOCL and submitted by the bidders.
7	Clause 10 / Page 35	Bid Input	Will more weightage be given to a company that is bidding for multiple outlets (say 60 outlets vs someone bidding for 10)	No such weightage is envisaged
8	Clause 10 / Page 35	Bid Input	pharmacy bid rental vs F&B - is there any differentiator in bid amounts etc? would the category be considered ?	No differentiation in rentals based on categories is envisaged
9	Pg. 29 - Cl 9.5	Utilities & Services Provisions	Is there a Common area for Cleaning and Washing for the F&B Outlets for Line 7 Stations – Since Line 7 will only have Kiosk (which have not Water Supply or Washing Facility).	No common area for washing is proposed
10	Pg. 29 - Cl 9.5	Utilities & Services Provisions	Where does the Kiosk Operator dispose dirty water (If we use Jerry Cans for fresh and used water holding)	Kiosk operator has to dispose waste water in coordination with the station cleaning/ maintenance team
11	Pg. 29 - Cl 9.5	Utilities & Services Provisions	Is there a Common Garbage Holding area where Garbage from Kiosks can be collected for the day. If yes, Who will be responsible for clearance from the Common area.	Yes. The licensee would have to dispose the waste in the common garbage area following the prescribed norms. The waste collection will be done by MCGM.
12	Pg. 29 - Cl 9.5	Utilities & Services Provisions	Do we have 'Service Elevators' for cartage of Goods to the Kiosk levels from ground floor.	Andheri (W) station on Line 2A will have service elevator. The same is not provisioned at the other stations.
13	Pg. 29 - Cl 9.5	Utilities & Services Provisions	Will the Kiosk Operators have permission to carry goods in the Metro.	Passengers are permitted to carry baggage upto 25 kg with dimensions not exceeding 80 cm x 50 cm x 30cm. The same will also apply to the Licensee staff and the baggage should not create any issues for the passengers in terms of obstruction, smell, etc. Any cargo beyond this limit would require prior approval of MMOCL.
14	Point No.8 Line 2A Indicative layout Page 19	Electricity & if feasible data connectivity shall be provided for both Kiosk & Block units. Water & Drainage shall be provided in Blocks units only	Water & Drainage should be provided in both Kiosk & Block units across all units.	Water and drainage connections are provisioned only at the blocks. For Kiosks, the licensee will have to make independent arrangements (like overhead water storage, etc.).
15	Point No.8 Line 7 Indicative layout Page 21	Electricity & if feasible data connectivity shall be provided for both Kiosk & Block units. Water & Drainage shall be provided in Blocks units only	Water & Drainage should be provided in both Kiosk & Block units across all units.	Refer S.No 14 above
16	Point No. 9.5.1	The Authority shall provide provision for electric and if feasible data connectivity for all units across lines 2A & 7, Drainage & Plumbing shall be provided only for block at line 2A as indicated in the typical layout in this RFP. Licensee shall make arrangement to connect to the closest utility point provided	Water & Drainage should be provided in both Kiosk & Block units across all units.	Refer S.No 14 above

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17	Point No. 9.5.3	Air Conditioning inside the glass façade setup by the licensee shall be permitted subject to no conflict with metro utility plan	Space provided by Metro for installing outer units will be charged additional by the authorities.	No such additional charges are envisaged. However, any installation for AC units and supporting infrastructure should be specified in the commercial plan submitted to MMOCL for approval.
18	Point No. 9.5.5	The Licensee will have to make own arrangements storage and purification of water, including installation of meters at its own cost after taking all necessary approvals.	Treated water should be provided by Metro in case of F & B Concessions.	Plumbing connections for municipal water is provisioned at the block spaces. No such provision has been made for the kiosk spaces.
19	Point No. 9.5.6	A Separate meter shall be installed at the cost of the licensee for measuring electricity consumption.	No where Security deposit for same is mentioned	The licensee is required to pay the necessary payments to install the meters as recommended by MMOCL
20	Point No. 9.5.8	The charges for the utilities shall be paid by the licensee on actuals as per the commercial rates applicable at the time.	Pls. share the commercial charges for electricity per unit & water charges.	Electricity charges will be as per the tariff & applicable taxes notified by the electricity distribution companies at commercial rates. Water charges will be as per MCGM tariff & applicable taxes.
21	Point No. 9.5.10	Garbage & Debris should be disposed as per the pollution control guidelines given by the state government & local bodies.	Waste collection management should be controlled by Metro team in case of F& B Concession	Refer S.No 11 above
22	Point No. 9.7.12	The discharge of all wastes including drainage shall also be arranged by the licensee at its own cost in this connection, it shall follow all the directives as may be issued by the Authority	Separate Tapping points for drainage system should be provided by the authorities for Food wastes	No such provision has been made. Licensee may submit this as a part of the commercial plan for approval by MMOCL.
23	Point No.9.7.7	The Licensee shall deploy a technical supervisor to look after the licensee spaces at site and coordination with the officer incharge of the authority.	It should be applicable for Large format stores only.	The technical supervisor is envisaged to oversee all the kiosk/blocks across all 30 stations and can be based out of Licensee's city office.
24	Point No. 10 Key Commercial Terms Financial Eligibility Criteria	Minimum average annual turnover of 1 Crore in preceding 3 financial year and positive net worth as on 31st March 2020	Should not be a condition considering Pandemic in financial Year 19-20	The impact of the pandemic was witnessed in India since the lockdown was announced towards end-March 2020. Hence it has no impact on FY2019-20. Therefore the turnover criteria has the option of FY17-18, FY18-19, FY19-20 only without taking into consideration FY20-21 when the impact of the pandemic applied.
25	Payment Terms Page No.34	Quarter license fees shall be calculated as per the rental per SQM quoted in the financial bid & Authority will raise invoices 1 month prior to start of the quarter	Billing should be raised on month basis as per the other Government entities	Tender terms prevail

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26	Bid Inputs Page No.35	Bidding entity shall apply for minimum 10 units of kiosks of any size, while there is no such minimum for blocks.	Capping should be removed for kiosks formats	There is no cap on the number of kiosk units that a bidder can bid for; however, bidders are required to bid for at least 10 units. Additionally, for bidders bidding for blocks, the minimum kiosk units criteria will not apply. Refer S. No. 3 of Addendum 1
27	Bid Inputs Page No. 35	Whether Bidding entity wants Kiosk-combo block which means that it is interested in kiosk at that station only if they get the block at the station, otherwise it is not interested in kiosk only	Option should be given to bidders to opt for block / kiosk	Bidders are allowed to bid only for blocks or only for kiosks as well.
28	Point No.10.2.1	All statutory taxes including GST, municipal and other levies, insurance premium, as applicable to this license shall be billed by the authority to licensee and shall be paid along with the license fees for onward remittance to the relevant government authorities.	Need Clarity on other levies to be charged along with rent per SQM quoted.	Bidders are expected to do their own due diligence to understand the levies that may apply to their format.
29	Point No.10.2.3	Payment of stamp duty for execution of license agreement shall be borne by the licensee post adjudication	Being a Government body it should be waived	Tender terms prevail
30	Point No. 10.2.5	Utility charges for electricity, data and water shall be billed by the authority to the licensee as per the summary of Key Commercial terms	Pls. advise us for the charges applicable as on date	Refer S.No 20 above
31	Point No. 10.2.7, (e)	The uninstillation should be 1 month prior to the end of the license period such that above process is completed by the time license periods end	Like gestation period uninstillation period should be after the expiry of the tenure, another 30 days should be granted for dismantling	Tender terms prevail; the licensee shall make arrangements to complete the uninstillation before the end of license period.
32		In the entire Bid Document provision for fresh air & exhaust system is not mentioned	In case of F & B Concessionaire for large format provision should be made and additional space should be provided for installation of machines or tapping point to be provided so that ducts can be adjoined at the tapping point	Licensee shall submit commercial plan including all installations required for approval by MMOCL.

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33	Clause 9.4.4 / Page 25	General Provision for the Licenced Space	Submission of Plan for Approval - When to submit the plan for approval and what will be timeline attached in case of any changes.	<p>The licensee is required to submit the commercial plan within 3 weeks of award of contract and MMOCL shall approve/provide remarks within one week of the receipt of the commercial plan.</p> <p>The licensee is thereafter required to submit the revised plan incorporating the remarks within one week of the receipt of the remarks and MMOCL shall provide final approval within one week of the receipt of the revised plan.</p> <p>Thereafter, the licensee shall undertake installation within a period of 6 weeks.</p> <p>Overall, pre-commencement period is hereby revised from 60 days to 90 days.</p> <p>In exceptional cases, where licensee is unable to complete the installation within the prescribed period of 90 days, the licensee is expected to make a representation to MMOCL in writing seeking approval for extension of pre-commissioning period which the authority will consider on a case-to-case basis provided the extension is justified.</p> <p>Refer S. No. 5 of Addendum 1</p>
34	Clause 1 / Page 33	Technical Eligibility	Experience of Minimum 03 Years - Our incorporation is of 2019 but we meets the Financial Eligibility so in this regards what would be the procedure to be part of this tender agreement. Or Can we be the participant with the Joint Venture or Collaboration with other brand.	Refer S.No. 4 above
35	Clause 12 / Page 43	E Tender Guidelines	Registration - We have register ourself on a Portal but the account is still inactive and we are fail to login to proceed further. How can we able to fix the same?	Please reach out to the tender portal Help Desk at 022-2659 7445 or 8169465656, 8879656009
36	Clause 7.3 / Page 17	Typical Station Design	Concourse Level - Paid and Unpaid Area - This is understood in terms physical location but by terminology do it include any benefit for the Bidding entity.	The unpaid area is accessible both by metro passengers as well as people in the catchment who do not intend to use the metro. The paid area, however, is accessible only by passengers who have a valid ticket.
37	Clause 10 / Page 32	Lockin Period: 2 years for Blocks and 1 year for Kiosk	Please consider to make it 1 year for Blocks and 6 months for Kiosk. Since it is a new project, risk of longer lockin is very high.	Tender terms prevail; please note that 50% of the rental for the period upto Dec-2022 is waived off which should suitably address the short-term risks. However, please note that bidders are expected to put in the bid without factoring in this waiver.
38	Clause 10 / Page 32	Pre Commencement Period: 60 days before starting train operations	Request you to make it 90 days before train operations to allow enough time to resolve logistical issues if any.	Approved; Refer S.No. 33 above

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39	Clause 10 / Page 34	Payment Terms	Can we please make it Monthly advance for all sizes i.e. Kiosks, blocks and larger space?	Tender terms prevail
40	Clause 10.2.1 / Page 38	Other payables	Please elaborate on insurance premium? Why is it required? Please help in removing insurance premium. GST and other government applicable taxes shall only be applicable. Kindly define it for clear understanding.	MMMOCL does not prescribe any insurance cover which is not mandated by the prevailing regulations or by generally accepted best practices for operating such a format
41	Clause 10.2.3 / Page 38	Stamp duty	Since this is going to be a high value agreement, please consider to split stamp duty payment into 50:50 between Authority and Licensee	Tender terms prevail
42	Clause 10.2.5 / Page 38	Utility charges	Please give us indicative numbers for all utilities, as it will be an Opex required for total calculations	Refer S.No. 20 above
43	NA	Miscellaneous	Request you to share platform level layouts as well, showing train stopping points for 6 coach and 8 coach both types.	6-coach trains are presently envisaged for both the lines which would be stopping at the middle of the platform. Indicative platform layout enclosed.
44	NA		Branding/promotion on the vending machine side panels and LED screen for products/services offered through our machines will be allowed at no cost to us	Yes, the same is permitted
45	NA		If the sales from any machine at a location/station is not up-to desired level, will we be allowed to move the machine to another location/station (provided space is available)	Yes, the same is permitted based on availability and at the discretion of MMOCL on a pro-rata rental basis based on size of the units being swapped. However, the winning rental bid will be the minimum rental for the replaced unit.
46	NA		Once we have quoted for certain nos. of kiosks, can we approach for more at a later date (provided space is available)	MMMOCL at its discretion shall release tenders for available units from time to time which the bidders can participate in
47	NA		Like line 1 can we take reading of one machine and then extrapolate for all machines avoiding unnecessary investment in installation of meters	The same is not permitted as there may be downtime for some units which will get applied to all units
48	NA		Any special covid norms to be followed for visiting station/s	Upto two visitors allowed for station visits. Visitors are required to wear double masks and maybe required PPE kit which shall be made available at the site.
49	NA		Lock-in to reduce to 6 months. In effect it is 12 months as there will be a notice after lock-in for 6 months	The notice period of 6 months is encompassed in the lock-in period of 12 months
50	Page 15 Estimated passenger traffic	Passenger Count	How many trains will be running on each line per hour?	Frequency of trains will depend on the ridership in the range of 5 to 10 minutes. The frequency of trains will be higher during the peak hours (say 8 to 10:30 AM, 5 to 8:30 PM).

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51	Page 15 Estimated passenger traffic	Passenger Count	What is the passenger capacity per coach?	The passenger capacity per coach is 300 and for a 6-coach train is 1800 commuters
52	Page 14 Point no 5.5.3 & page 15 passenger estimate	Passenger Count	There is a contradiction in the passenger count per day? Is there any survey data available to indicate higher passenger entry & exit points per station?	The ridership data is as per the DPR which can be accessed at the MMRDA website (www.mmrda.maharashtra.gov.in). Extensive traffic modelling was undertaken to arrive at these estimates.
53	Page 14 Point no 5.5.3 & page 15 passenger estimate	Operating Hours	What will be the operating hours allowed for F&B operators?	F&B/Retail operators can operate their units synchronous with the metro operational timings which is from 5:15 AM to 11:45 PM
54	9.6	Branding & Visibility	Will branding of our outlets be allowed at the external wall of the concourse level for visibility to Non-metro users?	MCGM rules do not permit putting up of hoarding visible to the drivers / riders on any highway. However, the metro authorities shall try to provide such branding space at station surfaces not covered under the MCGM rules, however, the same shall not be obligatory for MMOCL.
55	9.6	Branding & Visibility	Will the concessionaire be allowed to distribute marketing material like pamphlets for promotion of sales?	This will be permitted subject to specific approval sought by the licensee from MMOCL
56	9.6	Branding & Visibility	Will the design allow for blocks to have a Glass façade on the exterior wall of the concourse to provide visibility of the outlet to non metro users?	No change in the exterior wall is envisaged due to technical and structural reasons
57	9.5.1	Utilities	Will submeters be provided to the concessionaire by MMOCL for electricity & water?	MMMOCL will recommend the meters to be installed which will have to be procured and installed by the licensee at their own cost.
58	9.5.1	Utilities	What is the power load available for small & large blocks? Power would be 3 phase or 1 phase?	Power cables can be extended by the Licensee directly from the substation for the blocks as per their requirement. For kiosks, electricity provision will be made available to the extent of the requirement by the licensee (3-phase, 10-12 kVA). The Licensee will have to draw the cables from the nearest point.
59	9.5.1	Utilities	Will MMOCL provide required HVAC facility for the F&B premises in blocks for live kitchen and seating area?	No provision for HVAC has been made at the station. The licensee can make its own HVAC plan and submit to MMOCL for approval.
60	9.5.10	Utilities	Will garbage disposal be provided by MMOCL?	Refer S.No. 11 above
61	9.5.1	IT	Will internet connectivity be provided by MMOCL? If yes then kindly specify charges & MBPS.	Provision for high speed broadband data connectivity through OFC infra providers is envisaged at the prevalent market rates, if feasible. However, the licensee can make their own arrangements.

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62	9.5.1	IT	Is there any mandatory CCTV requirement for Concessionaries? Can the concessionaire install their own CCTV network and monitor the same from outside the metro facility?	All stations have CCTVs installed at appropriate locations, however, the licensee is free to install their own CCTV networks within their unit.
63	Line 2A . Indicative layout	Infrastructure	Will parking facility (Paid or unpaid) be available in the vicinity of the metro station for staff and home delivery ?	Provision for vehicle pickup / drop off area is made at Andheri (W) station considering the large retail space available. At the other station, there are no parking provision for the commuters or kiosk operators.
64	Line 2A . Indicative layout	Infrastructure	Will the concessionaire be allowed to deliver F&B services (Home delivery)?	Yes, there are no restriction on home delivery set by MMOCL. The home delivery pick up will have to be done in the unpaid area of the station by the delivery person and the last pickup should be done by 11:45 PM within metro operations time.
65	Line 2A . Indicative layout	Infrastructure	As the trasactions in small & large blocks will be significant, will there be a service elevator at all stations for goods Movement?	Refer S.No. 12 above
66	Line 2A . Indicative layout	Infrastructure	Will the concessionaire receive a station/Block specific layout?	Layouts for all 30 stations are available with the tender document on the tender portal
67	Category Exclusivity	Category Exclusivity	If the concessionaire opts for a multicusine concept in a block, will MMOCL allow same concepts to other concessionaries on the same station? For e.g : Will a MacD and burger king be allowed on the same station?	MMMOCL will implement category exclusivity at a zone level not the station level; zones are defined as upaid area south, unpaid area north, paid area. Two brands belonging to the same category shall not be permitted at the same zone however, they are permiited in different zones in the same station. Refer S.No. 5 above
68	10.2.3	Stamp Duty	Will Stamp duty be shared by both parties?	No, Refer S. No. 29 above
69	NA	Miscellaneous	ATMs require satellite connectivity equipment called VSAT. The VSAT outdoor antenna is typically mounted on the rooftop and a cable needs to be laid from the antenna to the connectivity router placed inside the ATM kiosk. Please refer attached PDF document which shows dimension and weight of the antenna. We required the place on the roof top for installation.	Yes, the same is permitted. However, the licensee is expected to submit the details of VSAT as part of its commercial plan submission for approval by MMOCL.
70	Clause 9.7.8 Page 31	Other Provisions for the Licensed Spaces	Urgent shifting of ATM within 48 hours - RBI mandates one month's notice before the ATM could be moved from its location. Request relaxation of this clause as this will cause regulatory	Any such regulatory requirement will override the provision of this tender.

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71	Clause 9.7.11 Page 31	Other Provisions for the Licensed Spaces	Police verification ("PV") for all personnel visiting the ATM. There will be regular visits by cash officers of cash loading agencies ("CIT Agency") who will have police verification. Apart from them, other personnel like labors who will install the kiosk, engineers for the ATM and other equipment do not require PV as per regulation. Request to relax this clause for all the personnel apart from the CIT Agency.	Police verification is applicable to the staff which are deployed at the station to operate the units. The same is not applicable for labour personnel for installation.
72	Clause 9.7.11 Page 31	Other Provisions for the Licensed Spaces	Charges to be paid for each visit of personnel in the paid area – will this be applicable for the CIT Agency and technicians / engineers who needs access to the ATM for servicing?	No. The station manager/supervisor shall provide access to the paid area for the service staff at no cost.
73	Clause 10.2.7.e Page 39	Adjustment for damages	As per this clause the kiosk needs to be removed one month before the 7 years' term ends. Hence, actual term for kiosk will be 83 months. Kindly confirm.	Yes, this is correct. Refer S.No. 31 above.
74	Clause 10.2.5. page 38	General provisioned for the Licensed Spaces	As per the clause, utility charges like Electricity to be paid as per the meter reading. But who will install the meter? If it has to be by Licensee then what will be the cost?	Refer S.No. 20 above
75	Page 35	BID Input	Minimum BID is mentioned as 10 but please relax the same to 5	Tender terms prevail
76	Page 3	E-Tender Notice	Please allow to pay the BID amount using NEFT/RTGS and attach the receipt in the portal	Bidders are required to choose payment mechanism permitted on the MMRDA tender portal
77	NA	Miscellaneous	What will be the EMD refundable time line in case the BID not given to us	EMD shall be refunded within 30 days of the award of the contract
78	NA	Miscellaneous	Is ther any timeline to cash load or service the ATM?	Service staff is required to access the station during non-operational and non-peak hours only
79	6.2	Bidding Entity shall have minimum experience in managing retail, F&B and other relevant businesses	The Bidder shall be allowed to participate without minimum experience in managing retail, F&B and other relevant businesses	It is clarified that other relevant business should be interpreted as any space leasing business
80	9.2	Activities not permitted	Clarification on the sale of tobacco	Open sale of alcohol, tobacco and tobacco products is not permitted to discourage consumption at the metro stations / trains, however selling of the same in enclosed packets for pickup only shall be permitted.

June 17, 2021
Mumbai

Sd/-
Director (Finance)
MMMOCL