# PPP PROJECTS TO DEVELOP MULTILEVEL PARKING CUM COMMERCIAL COMPLEXES AT MANGALAM PLACE, ROHINI AND NEHRU PLACE, PHASE II

### ADDENDA TO RFP DOCUMENT - PART I: INSTRUCTION TO BIDDERS (MANGALAM PLACE, ROHI AND NEHRU PLACE, PHASE II)

Sl. No.	Claus e No.	Clause	Existing provision	Revised provision
1.	1.1.8	General Scope of proposal	The Concessionaire would also have the freedom to utilize, for any purpose and in any manner that he desires the area for commercial space and kiosks. However, the use of the land by the Bidder, shall not impose unduly on the infrastructure or environs of the contiguous area, nor create substantial demand or increase in vehicular traffic. The duration of the concession for this area would be coterminus with the parking facility, subject to specific provisions in this regard in the Concession Agreement	The Concessionaire would also have the freedom to utilize, for any purpose and in any manner that he desires the area for commercial space and kiosks. However, the use of the land by the Bidder, shall not impose unduly on the infrastructure or environs of the contiguous area, nor create substantial demand or increase in vehicular traffic. The use of the area for creating marriage halls, hotels, and similar infrastructure is therefore not permitted. Guidance in this regard is provided in the draft Concession Agreement - Article 2.1.4, Schedule 2. The duration of the concession for this area would be co-terminus with the parking facility, subject to specific provisions in this regard in the Concession Agreement

Sl. No.	Claus e No.	Clause	Existing provision	Revised provision
2.	2.3	Evaluation	2.3 Evaluation of Technical submission	2.3 Evaluation of Technical submission
2.	2.3	Evaluation of Technical submission	2.3 Evaluation of Technical submission  The Bidder's Technical Proposal would be evaluated to check the adequacy of and appropriateness of the proposed technology for the Project purposes and its conformance to the Design and Construction Requirements and O&M Requirements (as set out in the Draft Concession Agreement – Schedules 2, 3 and 4 and development control norms and fixed design parameters as set out in Schedule 1 of the Draft Concession Agreement).  The marks assigned by DDA or its Consultant(s) or Advisor(s) would be final and binding on the Bidder. Only proposals of bidders that meet the benchmark score set by the Technical Evaluation committee would be considered to have passed the stage II evaluation.	The Bidder's Technical Proposal would be evaluated to check the adequacy of and appropriateness of the proposed technology for the Project purposes and its conformance to the Design and Construction Requirements and O&M Requirements (as set out in the Draft Concession Agreement – Schedules 2, 3 and 4 and development control norms and fixed design parameters as set out in Schedule 1 of the Draft Concession Agreement).  2.3 a. For this purpose, the Technical Submission would be scored on the basis of rating of various parameters such as the following:  (See table appended on Evaluation Methodology Framework)  2.3 b The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above in Clause 2.3.a  The Benchmark Score to be achieved for Stage II evaluation is 75. The marks so assigned by DDA or its Consultant(s) or Advisor(s) would be final and binding on the Bidder. Only Proposals that have achieved the Benchmark Score on the Stage II evaluation will be taken forward to Stage III
				75. The marks so assigned by DDA or its Consultan Advisor(s) would be final and binding on the Bidder Proposals that have achieved the Benchmark Score

# ANNEX TO CLAUSE 2.3 a OF THE RFP - VOLUME I - PART I: INSTRUCTION TO BIDDERS

# EVALUATION METHODOLOGY FRAMEWORK

S.		Scor
No	Evaluation Criteria	e
1	Project Appreciation, Layout and Design	20
	Evaluation Parameters include, <i>inter-alia</i>	
	(a) Design Configuration - Conceptual planning & Architectural layouts of the facilities	
	(b) Traffic Management Plans – Safety and Circulation Plans	
	(c) Contingency Plans – Disaster management plans	
	(d) Design Attractiveness – Environment friendliness, Aesthetics	
2	Technology Selection	30
	Evaluation Parameters include, <i>inter-alia</i>	
	(a) Adequacy and Appropriateness of chosen technology	
	(b) Testimonials on - Safety & Time proven-ness in operations	
	(c) Technology management & Know-how transfer arrangements	
	(d) Overall Conformance to stipulated (technical) requirements	
3	Plan of Implementation	15
	Evaluation Parameters include, inter-alia	
	Sequencing and time phasing of activities	
	Plan for interim parking arrangements	
4	Resource Allocation	15
	Evaluation Parameters include, inter-alia	
	(a) Adequacy and Effectiveness of resource allocations – plant & machinery and manpower	
	(b) Financial stake (equity <b>percentage</b> ) and Financial arrangements ( <b>percentage</b> of the extent of tie-up)	
5	Method Statement	15

	Total	100
	(b) Constructive justification behind deviations, if any	
	(a) Extent of compliance	
	Evaluation Parameters include, inter-alia	
6	Compliance Requirements	5
	(d) operations & management procedures, arrangements and tie-ups in that regard	
	methodology adopted for an underground construction	
	(c) construction methodologies – safety and environment friendliness - with special emphasis on the	
	structural, electrical, fire safety and the like	
	(b) method & technique for erection, testing and commissioning of the various project components – civil,	
	(a) method & technique for manufacture (/sourcing) and transportation of the various project components	
	include, inter-alia	
	The detailed method statement justifying the methodology of execution proposed by the bidder. This shall	

# ADDENDA TO RFP DOCUMENT -PART II: DRAFT CONCESSION AGREEMENT (INCLUDING SCHEDULES) (MANGALAM PLACE, ROHINI AND NEHRU PLACE, PHASE II)

SL. NO	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
1.	1.1	Definitions	"Multilevel Parking" shall mean a multilevel facility which incorporates all steps necessary to initiate, perform and control the process of vehicle storage or retrieval utilizing a multiple of machines with vertical and horizontal transport capability operated via software commands to the different machines.	"Multilevel Parking" shall mean a multilevel facility which incorporates all steps necessary to initiate, perform and control the process of vehicle storage or retrieval utilizing a multiple of machines with vertical and horizontal transport capability operated via software commands to the different machines and shall include Manual Level Parking as stipulated in Schedule 2 of the Concession Agreement.
2.	1.1	Definitions	"Request for Proposal" or "RfP" shall mean the RfP dated Feb 12,2006 issued by DDA for this Project	"Request for Proposal" or "RfP" shall mean the RfP dated July 23,2007 issued by DDA for this Project
3.		9.1 (a) (i)	<ul> <li>(a) Concessionaire Event of Default</li> <li>Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in <i>sub- article 5.11</i> of <i>Article 5</i>;</li> <li>(i) The Concessionaire has failed to achieve Financial Closure by 120 days from the Appointed Date.</li> </ul>	<ul> <li>(a) Concessionaire Event of Default</li> <li>Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in <i>sub- article 5.11</i> of <i>Article 5</i>;</li> <li>(i) The Concessionaire has failed to achieve Financial Closure by 180 days from the Appointed Date.</li> </ul>
4.	Schedule 1	Construction Requirements	Table 1.3	See Revised Table 1.3 enclosed
5.	Schedule 2,	Construction	<b>Table 2.1</b>	See Revised Table 2.1 enclosed

SL. NO	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
		Requirements		
6.	Schedule 2	DESIGN AND CONSTRUCTIO N REQUIREMENT	2. DESIGN REQUIREMENTS FOR COMMERCIAL AREA	2. DESIGN REQUIREMENTS FOR COMMERCIAL AREA
		S	2.3.2 Parking	2.3.2 Parking
			2.3.2.1 The Concessionaire shall design the Commercial Area so as to provide adequate parking space for users of the Commercial Area. The requirement of parking space shall be calculated based on the proposed end-use of the Commercial Area in accordance with Master Plan of Delhi with Addendums to Master Plan if any and/or Building bye Laws and as provided in schedule 1 and this schedule.  2.3.2.2 The parking facility provided under this sub-article shall be over and above the parking facility provided under	the Commercial Area. The requirement of parking space shall be calculated based on the proposed end-use of the Commercial Area in accordance with Master Plan of Delhi with Addendums to Master Plan if any and/or Building bye Laws and as provided in schedule 1 and this schedule.
			Article 1.2 of this Schedule.	
7.	Schedule 2; Article 2.1.4,		2.1.4 However, the Concessionaire is put on notice that the proposed use of the land shall not impose unduly on the infrastructure or environs of the contiguous area, nor create substantial demand or increase in vehicular traffic. The use of the area for creating marriage halls, hotels, and similar infrastructure traffic-intensive infrastructure shall not be permissible.	2.1.4 However, the Concessionaire is put on notice that the proposed use of the land shall not impose unduly on the infrastructure or environs of the contiguous area, nor create substantial demand or increase in vehicular traffic. The use of the area for creating marriage halls, hotels, and similar infrastructure traffic-intensive infrastructure shall not be permissible. The use of area shall not be permitted for the following activities: (i) Cinema / Cineplex / multiplex; (ii) Hotel; (iii) Guest House; (iv) Service

SL. NO	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
8.	Schedule 13	Schedule 13	Schedule 13 of the Draft Concession Agreement NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:  1. The Licensor does hereby grant and the Licensee does hereby accept the license to use, occupy and enjoy the Licensed Premises for a term of upto ("the License Period"), subject to the terms and conditions hereinafter set out. The term of the License could be renewed / extended for a further period and on such terms as may be mutually agreed between the parties.	Apartments; (v) Banquet Hall; (vi) Recreational Club; (vii) Socio cultural activities  Schedule 13 of the Draft Concession Agreement NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:  1. The Licensor does hereby grant and the Licensee does hereby accept the license to use, occupy and enjoy the Licensed Premises for a term of years commencing from upto ("the License Period"), subject to the terms and conditions hereinafter set out. The term of the License could be renewed / extended for a further period and on such terms as may be mutually agreed between the parties.  Provided that the tenor of the License Agreement shall be co terminus with the Concession Agreement.
9.	8.1	FORCE MAJEURE	FORCE MAJEURE  8.1 Force Majeure Events  Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:	control of the Party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or

SL. NO	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
			<ul> <li>(a) earthquake, flood, inundation and landslide;</li> <li>(b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;</li> </ul>	(a) earthquake, flood, inundation and landslide; (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances; (c) acts of terrorism;
10.	7.1	7.1 Concession Fee	7.1 Concession Fee	7.1 Concession Fee
			Subject to provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, Concessionaire agrees and undertakes to pay to DDA a Concession Fee, of Rs /- (Rupees). Such Concession Fee shall be payable in advance on every anniversary of the Scheduled Project Completion Date (SPCD) commencing from SPCD to the end of the Concession Period. The first of such Concession Fee shall be paid within 7 days of the SPCD. The Concession Fee shall be escalated at the rate of 3% per annum.  Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to DDA shall, if the same be not paid within the time allowed for	Subject to provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covanents set forth in this Agreement, Concessionaire agrees and undertakes to pay to DDA a Concession Fee, of Rs /- (Rupees

SL. NO	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
			payment thereof, shall be deemed to be a debt owed by the Concessionaire for payment thereof to DDA which is entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.  Provided the stipulation regarding interest for delayed payments contained in this Article 7.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.  Provided further that if any arrears of the Concession Fees payable by the Concessionaire to DDA which remains due and outstanding shall be recoverable as land revenue arrears.	Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to DDA shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire for payment thereof to DDA which is entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same.  Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.  Provided the stipulation regarding interest for delayed payments contained in this Article 7.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.  Provided further that if any arrears of the Concession Fees payable by the Concessionaire to DDA which remains due and outstanding shall be recoverable as land revenue arrears.

SL. NO	CLAUSE NO.	CLAUSE	EXISTING PROVISION			REV	ISED PROV	ISION
11.		Schedule 7	2.1 The Concessionaire shall be allowed to levy charges in				wed to levy charges in Facility in accordance	
			Table 7.2 below.	2 7.2		Tabl	e 7.2	
			Particulars	Maximu m Fee/Char ge	Revision	Particulars	Maximu m Fee/Char ge	Revision
			Utilities/Convenie nces			Utilities/Convenie nces		
			Drinking Water	Nil		Drinking Water	Nil	
			Urinals	Re 0.50 per usage	@ Re. 0. 50 after every three Years	Urinals	Re 1.00 per usage	@ Re. 1. 00 after every three Years
			Toilets	Re 1.00 per usage	@ Re. 1.00 after every three Years	Toilets	Re 2.00 per usage	@ Re. 1.00 after every three Years

#### **Revised Schedule 1: Revised Table 1.3**

# Manglam Place, Rohini

# 3. APPROVED DEVELOPMENT CONTROL NORMS

The concessionaire shall follow the approved development control norms as listed in Table 1.3 below for developing the project facilities.

**Table 1.3** 

Sl. No.	Description	Approved norm	Remarks
1.	Plot Area	3600 sqm	
2.	Maximum Ground Coverage Permitted	3400 sqm	This norm is applicable for structures built above ground
3.	Envelope Area	3600 sqm	
4.	Maximum area permitted to be developed as Commercial area.	Not to exceed 30% of the Total Built Up Area. Total Built Up area is the aggregate sum of the Commercial area and the Parking area.	and underground to be considered

5.	Maximum Built Up Area	Total Built Up Area allowed for the Project is 32000 sqm	(including parking in the basement areas). Parking area under stilts to be counted towards Total Built Up Area. Surface parking area not to be counted towards the Total Built up Area
6.	Maximum height of building	28 Meters from prazza level	
7.	Minimum Set backs required	No Setbacks to Apply to the basement only to the superstructure	As per prevailing Byelaws (4 meters, 4 meters, 4 meters, 4 meters)
8.	Basement parking	12 metres including foundation / lift pits. etc	

# Nehru Place, Phase II

# 3 APPROVED DEVELOPMENT CONTROL NORMS

The concessionaire shall follow the approved development control norms as listed in Table 1.3 below for developing the project facilities.

Table 1.3

Sl. No.	Description	Approved norm	Remarks
1.	Plot Area	8657 sqm	
2.	Maximum Ground Coverage Permitted	5659 sqm	This norm is applicable for structures built above ground
3.	Envelope Area	5659 sqm	
4.	Maximum area permitted to be developed as Commercial area.	Not to exceed 30% of the Total Built Up Area. Total Built Up area is the aggregate sum of the Commercial area and the Parking area.	Parking area at ground, over ground and underground to be considered for calculating the parking area. Parking area under stilts is considered towards parking area computation. Surface parking area on the site is not considered towards parking areas.

5.	Maximum Built Up Area	Total Built Up Area allowed for the Project is 61272 sqm	(including parking in the basement areas). Parking area under stilts to be counted towards Total Built Up Area. Surface parking area not to be counted towards the Total Built up Area
6.	Maximum height of building	28 Meters from ground level	
7.	Minimum Set backs required	Front 9 meters, Sides – 6 meters, Rear - 6meters)	Same setbacks to apply to the basement.
8.	Basement parking	12 meters including foundation / lift pits. etc	

# Revised Schedule 2; Table 2.1 – Covenants (For Mangalam Place, Rohini & Nehru Place Phase II)

Sl. No	Type of Parking Facility	Item Description	Covenant
1.	Manual Parking	Depth of construction, below ground	Should not exceed 3 basements (max depth allowable is 12.00 M, including provision for elevators lift pits/foundation etc.)
2	Manual Parking	Height of parking	Should not exceed 9.00 M i.e manual parking will not be permitted to be constructed beyond a height of 9.00 M above ground.
3	Manual Parking	Height of each basement floor for parking	Should not exceed 3.00 M.
4.	Semi-automatic (requiring human intervention in vehicle handling below ground)	Depth of construction, below ground	Should not exceed 3 basement levels (maximum depth 12.00 M, including provision for elevators lift pits/foundation etc.)
5.	Semi-automatic	Height of parking	Any level above 12.00 M to have provision for car lifts and not ramps.
6.	Manual Parking	Space for calculating one Equivalent Car Space (ECS) within parking structure.	Not less than 28 SQM per ECS for ground floor covered parking, 30 SQM for multilevel ramp type parking above ground and 32 SQM per ECS for underground parking facilities.
7.	Manual Parking	Space per ECS on surface parking	Not less than 23 Sqm
8.	Manual Parking/semi automatic	Bay/slot dimensions per car space	Not less than 5.2 m long and 3.25 m wide
9.	Automatic /Semi –automatic (if mechanical parking bays are proposed)	Space per ECS	Not less than 15 sqm
10	Manual Parking/ Semi- automatic	Air-conditioned	Preferable, but not mandatory. However, mechanical ventilation must be provided to

			permit a minimum of 15 air-changes per hour for normal ventilation and 30 air changes per hour in case of fire or distress call
11	Fully Automatic / Semi automatic (operator assisted)	Maximum Retrieval time	Not more than 3 minutes
12	Manual/ semi automatic (if ramp is provided)	Gradient of Ramp	Not more than 1:7.5 With a minimum transition space of 5 M at the start and Termination of the ramp with gradient of 50% of the main ramp.
13	Manual/ semi automatic (if ramp is provided)	Width of Ramp	Minimum of 5.5 M width and only one way
14	Manual/ semi automatic (if ramp is provided)	Straight Turning Radius Helical Length turning radius Lot turning radius	Minimum 7.5 M Minimum 10 M Minimum 5.5 M
15	Automatic/semi auto matic (if car lifts are used)	Number of Car lifts / service positions (Input / Output Terminals)	Parking structure design to demonstrate that the waiting time in the queue does not exceed 5 minutes per service position, during peak period (after reckoning at least one lift / service position for every 100 ECS).  Demonstrate vehicles are accessible by other transportation devices in case of breakdown of lift/s or through provision of standby lifts.
16	Manual/ semi automatic/automatic	Carriageway of pavement for circulation space within parking facilities	Not less than 4 meters, if one way, and not less than 6 meters if it is two ways flow
17	Automatic/semi auto matic	Power back up	Not less than 100% with automatic switch over mechanism
18	Automatic/semi auto matic	Sound emissions	Compliance to be ensured with the requirements of the 'Noise Pollution (Control and Regulation) Rules, 2000".
19	Automated /Semi automated / Manual Parking	Two wheeler parking	Two wheeler parking not to be provided within the parking structure on the project site.

Sl. No	Commercial Complex	Item Description	Covenant
1	Commercial areas	Height of each floor	Height of each floor should not be less than 4.2 m
2	Commercial areas	Basement floors	Basement can not be used for commercial/storage purposes
3.	Commercial areas	End Use not to include hotels, marriage halls / banquet halls, cinema house and cineplexes, socio cultural centers / activities, recreational clubs, serviced apartments and guesthouses as they that add to the demand for parking beyond the prescribed ECS norms for parking for commercial area shall not be permissible.	