Clarifications to the Queries by the Bidders in Prebid Dated 12.08.2024

Date: 21.08.2024

Tender ID: ETA/RFP/2024-25/48 Dated 01.08.2024 for Hiring of Premises on Lease Rental Basis Along With Fit-Outs for SBGITC in Navi Mumbai

	CLARIFICATIONS TO PRE BID QUERIES						
SI NO	RFP PAGE NO	RFP CLAUSE	EXISTING CLAUSE	QUERY / SUGGESTIONS	CLARIFICATIONS		
1	55	9 (g)	The rent of premises will be payable to the successful bidder from the date of possession.	Agreement date or possession date will be different ??? / Could you please confirm whether the rent for the premises will be payable from the date of signing the agreement or from the date of possession? If the possession date differs from the agreement date, would rent payments commence from the date of possession	<u> </u>		
2	18	44.1	rental will be paid initial 05 years	In the event if the bank need to vacant the premises before the compliation of intial 03 years lock in period who would be bearing associated cost for the furniture (we would like understand how would the rent structure will be in such suitations / Considering the significant expenses anticipated for interior work, estimated to be between ₹70 to ₹75 crores for the 275,000 sq. ft. carpet area, we would like to inquire whether SBI can provide financial assistance for these costs. If so, could the interest on the provided amount be structured in a way that it could be deducted from future rent payments?	financial assistance, GITC only cater the IT needs of Bank, however, Bank branch may be contacted for financial requirement.		
3	18	4.1	hereinabove,any modification/changes in the	1) Existing fitout done as mentioned in LOI and Lease Agreement would be serviced by LL. Any new modification suggested by bank as per their new requirement would be done by LL, however only minor modification can be done by LL but not major modification where Elecrict/Data/A.C.Ducting Modification/ Additional A.C. etc it will be done on reimburseable basis only. Also the drawings will be approved by bank at initial stages including future expansion. 2) Also in complete 10 years period, any damage done to fitouts on account of any instance which is not covered in AMC by the manufacturer/OEM, same would be reimbursed to LL. 3) Also you are paying rent of Fit-outs for first lease period of 5 years and you demand the maitenence of fit-outs for full 10 years periods hence if you require maintenance for 10 years, you have to pay rent of fitouts for 10 years.	no.54. 2. Normal wear & tear will happen due to usages. Life cycle of most of the items will over after 10 years, hence, it is not acceptable. Maintainance of the items by owner is essential part of the RFP. Please refer RFP clause no. 4.16, Page no.20. 3. Please refer RFP Clause no.55, Page no.40.		
4	20	4.14	the municipal NOC/approval of layouts,internal	All permissions related to building along with CC & drawings would be provided for verification. Also all NOC/Approval of Layouts, internal addition/alteration, fitout works if so required shall be apply and provided if local authority allow it and give permission for the same.	municipal NOC/approval of layouts,internal		

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5	21	4.18	to municipal corporation for the approval of plabs immediately after receipt of approved plans along	All required permissions will be provided to the bank before handing over the premises. Applying for permissions before beginning of fitouts may lead to unnecessary delay and hence should be avoided as per our view.	permissions before start of work. However, the owner
6	21	4.22	electricity cables can be brought into the	We have Proper planning regarding the Elecricity supply & Network Data and other servics. Bank can utilize our existing services layout of the building to bring as network data and electricity cables inside the building as per your requirement.	
7	22	4.26	Lift Permission,Electrical Power connection etc	 We have obtained Part OC of our building from concern authority MIDC as per its norms. Also our building structure is completed and all major works whereby we can offer the premises for fitout work and lift and facade expected to be completed in next 3 months. We will provide all the necessary approvals along with the fitout of initial 50000 sq.ft as required by bank in stipulated time period. We as promoters, are qualified civil engineers, hence can give you the assurity on the timelines. 	
8	25	9.9		1) We suggest to consider the area found during joint measurement of LL and Bank of bareshell premises as the final area to be mentioned in LOI and Lease Agreement.	Please refer RFP clause 9 at Page 24 & 25
9	37	16	4000 KVA generator with standby generato for same capacity	We can provide 4000KVA gereartor set with same capacity one standby set as per your requirement if concern authority allow to install it. Also it will attract extra cost to the bank for providing standby generator set of 4000KVA. Also Power backup of DG set will lead to downgrade in green building certification points, Hence if possible should be avoided as per our IGBC consultant.	carpet area premises, however, those bidders who have more than 1 Lakh but less than 2.75 Lakh Sq.Ft.
10	42	67.2	Building should be equipped with central air- conditioning system with chiller plant	We have no arrangement regarding central air -conditioning system, hence we can provide/insatll VRV/VRF system as per fitout layout.	Building should be equipped with central air- conditioning system with chiller plant, however, VRV / VRF system is acceptable provided it satisfy RFP clauses for AC works.

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11	43	73	supply at their cost. However actual water	We have water supply system in the building through common water meter and common undrground and Overhead water tank. Hence Bank will be billed separately as per the area occupied. This would be over and above the rent & GST payable by bank.	calculated as per NMMC approved builtup area
12	53	8.iii	Lockin period of 3 years and 3 months notice period	As per RFP you pay the rent of Fitouts only for 5 year and LL spent a huge money towrds proving fit-outs hence Bank should provide atleast 5 years lockin period and also 6 months notice period.	I -
13	54	8.v		Existing fitout done as mentioned in LOI and Lease Agreement would be serviced by LL. Any new modification suggested by bank as per their new requirement would be done by LL but to be fully on reimburseable basis only. Also in complete 10 years period, any damage done to fitouts on account of any instance which is not covered in AMC by the manufacturer/OEM, same would be reimbursed to LL.	no.54. 2. Normal wear & tear will happen due to usages. Life
14	55	9.h		Any increase or decrease in rental can be considered for negotiation after completion of 10 years only. Any increase & decrease in rent within the lease period of 10 years would not be financially tenable for both of us.	
15	18	4.1			<u> </u>

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16	19	4.11		If any vendor submitted the offer with existing fitout and infrastructure mentioned in the RFP such as workstations, cabins etc. which may be old in that case whether the bank will use or asking vendor to change entire furniture as per the standard specification mentioned in RFP. If not than in that case how the matrix for lowest bidder.	to 3 years. However, any change / modifications is to be done to the existing fitouts in order to be at par
17	59		I/We have received a sum of Rs(Rupeesonly) as interest free advance rent which shall be refunded by me/us at the time of your vacating the premises. However, you are at liberty to adjust the said sum towards the monthly compensation payable to me/us for any period.		No Change in RFP terms.
18	General Query		Regarding Fitout	Kindly give clear idea of total number of work stations, cabins and various related cabins for UPS, Server etc. in case of the the area offered in 5 floor or in 3 building which may impact the fitout rental.	
19	General Query		General Query	If any one is willing to offer approx 2 lac sq.ft carpet area in single building then in this scenario, what is the additional benefit bank is ready to offer to such LL	No Change in RFP terms.
20	General Query		Change in Floor number	After submitting the bid, is it possible to change the floors without any change in area or price bid.	No, the floors offered in bid are not allowed to change.
21	5	8	EMD money	On which date we have to pay the amount.	EMD / BG must be submitted on or before last date of BID submission.
22	5	9	Stamp duty	Stamp duty can not be 50:50 considering lease agreement. It will be 100% on bank. In case of leave & license we can do 50:50	As per RFP
23	5	10	Fit out period	Fit- outs in total for 320 days? or in phase as it should be linked to area take up. Also if ready before 320 days, then bank will pay the rent early? from the date of operations or handover of the premises. If hand over is in phases then same will continue for rent commencement date for handed over floors?	
24	6	12	Rent free period	Rent free period to be considered only as fit out period. No operational fit out period will be there. Need clarity on this as this is not clearly specified. Above question arises due to the agreement execution will happen post hand over of the completely done up premises? Can we start agreement finalization simultaneously with fit outs? When the due diligence happens? Post fit out period how much time agreement execution will take? Agreement can not be the way it is provided in tender it should be in detailed format and both the parties parties pointers should be taken mutually? If handover is in phase manner, will be doing the agreement registrations also in phase manner? As mentioned in this point, if rent is disbursed post hand over of the entire take up. Then how to plan the handover who will keep a track on this? How we are going to do the accounting on this part? Invoices will be generated monthly as per the take up or lump sum invoice to be raised for entire take up?	successsful operational testing shall be eligible for handing over. 2. Refer amended clause 5(iii), page 52 of corrigendum 1. 3. Agreement as per annexure L only. 4. Agreement not in phased manner. 5. Refer clause 78, page 44 of RFP. 6. However, disbursal of rent shall be done only after whole of the premises complete with fitouts is handed
25	8	20	Rejecting tenders	If in case 1 bidder gives low rate with 1 lac sq.ft. of offering and other is with 2 lacs with high rates offering. How we are going to give preference? What will be the parameters for the same?	· · · -

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26	6	13	Amenities / DG	Do we require 2 DG sets of 4000 KVA each (1 operational & 1 stand by)?Would like to know the reason or any other way out? What about existing DG set?	4000 KVA Generator is required for 2.75 Lakh Sq.Ft. carpet area premises, however, those bidder who have more than 1 Lakh but less than 2.75 Lakh Sq.Ft. carpet area, can provide generator on proportionate basis with standby generator for the same capacity.
27	17	3 (vii)	Rejecting tenders	We must know the reason why the bid, tender or RFP is rejected	Refer clause 2.1 at page 15 of RFP.
28	18	4.1	registration of lease agreement	Why we have to bear the cost of verification of legal title report through SBIs empaneled advocate? It has to borne by bank. In case it is for us to mandatory pay, then what will be the cost? Again same point of stamp duty to be borne 50:50 for lease agreement which is not possible? Separate agreements for rent & Fitouts? If lease agreement is for 5 years then why not leave & license? Cost of modification & repairs post 5 years to be borne by landlord? Need to keep cap over it. Basic can be done? If planned modification then need to know in advance? If landlord don't do the modifications then bank will do and deduct from rent.	Fee of empanelled advocate for verification of legal title reports is nominal i.e. approx Rs 10,000/- to Rs 20,000/- per premises which needs to be borne by successful bidder. All others terms as per RFP.
29	18	4.1	Rent escalation post 5 years agreement is over	Instead of 15% should increase to 25% Due to heavy infrastructure investment	As per RFP
30	19	4.11	fit out period timelines & agreement execution	What is the timelines from LOI to getting approval of Fit-outs specification? Shall we get the fit out approval before LOI? As post post LOI its only 320 days, hence can give more time to approval process? What is the fit out approval process? What are the timelines for that? What if we do fit outs and bank decides to back out? what is the landlords security? What is the recovery measures/ our compensation?	ii) Layout of fitouts shall be mutually discussed and prepared/ revised as per RFP and Bank's
31	19	4.11		If any vendor submitted the offer with existing fitout and infrastructure mentioned in the RFP such as workstations, cabins etc. which may be old in that case whether the bank will use or asking vendor to change entire furniture as per the standard specification mentioned in RFP. If not than in that case how the matrix for lowest bidder.	acceptable. Modifications / changes in existing fit-outs is to be done as per RFP.
32	20	4.13	Car parking & Maintenance	What if we keep first cum first for car parking and bike parking? taking into account the parking space, building maintenance charge, area for installation of generator, fire, security, electrical, communication, security etc. and VSAT/tower/antenna etc., and no separate rent shall be paid for these facilities?	requirement and has to be provided by Landlord, as per RFP.
33	20	4.14	All government approvals for taking possession of whole premises	Amalgamation of offices?	The successful bidder should arrange to obtain necessary statutory approvals, NOC's, etc. for the layouts, internal addition/alteration and also in case of Amalgamation of offices.

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34	20	4.15	DG meter & Lights	If we don't provide separate meter for energy consumption and keep the standard cost for DG set? What if we can not keep it on actual basis? Landlord to provide LED lights in premises is very open ended? Need to know specific area as internal lights will come with fitouts and lobby lights are already there?	
35	20	4.16	Maintenance of fit outs	How can landlord monitor the breakage of fit outs? leakages needs to know the reason? Any damages done by bank or the user has to borne by them?	As per RFP.
36	20	4.17	Rooftop antena	Rooftop antenna needs specification? Display of signboard ? need to confirm location and specification?	As per RFP. Regarding its locations and specifications, it depends on finalisation of premises.
37	21	4.19	De- hiring / Exit clause	clause of de hiring or exit from part or full premises has to be post lock in period?	Refer Corrigendum and clarifications
38	21	4.20	Maintenance of internal fit outs	To be reviewed as internal part has to be taken care by the bank? If landlord has to then it will breach of privacy?	As per RFP.
39	21	4.22	Network data cables installation	need to know specifically? Cant keep open ended.	As per RFP.
40	21	4.23	Alteration / Modification post fit outs	Need to know the timelines post fit out and handover? Need to put cap on expenditure. Considering the take up it will not at all be viable if bank asks us to do modification changes within 3 to6 months or anything immediate. Need to have cap above which bank has to bear?	
41	22	4.24	additional work	To be reviewed. Extra work is been mention which is included in the rent. Needs to take in consideration.	As per RFP.
42	24	6.3	Forefieting EMD	Withdrawal of the bid will forfeit the EMD amount	As per RFP clause 6(iii) page 23
43		9.3	Rentable carpet area	To be reviewed all the rentable items.	As per RFP.
44	27	В	Debarment from participation	To be reviewed.	As per RFP.
45	42	67.2	Building should be equipped with central air- conditioning system with chiller plant	VRV/VRF system can installed as per fitout layout	Building should be equipped with central air- conditioning system with chiller plant, however, VRV / VRF system is acceptable provided it satisfy RFP clauses for AC works.
46	51	2 b.	security deposit	IFSD 6 months of rent and fit out cost both or only rent? considering 2 different agreements it has to be on both.	All three components of rent are eligible for 6 months IFSD.
47	51	2 c.	Structural strengthening	Structural strengthening of additional live load has to be given in advance not post fit outs or during? Need to know the timelines for the same.	As per RFP
48	53	7	Insurance	Insurance need to review as we have to cover the fit outs as well. Also any damages to be borne by us .	As per RFP
49	53	8	Lease period	Again the cost of Modifcation changes has to be borne by landlord?	As per RFP
50	53	8.iii	Lockin period of 3 years and 3 months notice period	Bank should provide atleast 5 years lockin period and 6 months notice period for security of LL considering heavy investment being done by LL on fitouts	As per RFP
51	54	9 d.	AMC's	Needs to be reviewed. Very critical. Many items need not to have AMC's and will not be in control of landlord.	As per RFP
52	55	10	Penalty	Who will monitor and keep the track record of timing and days ? for the penalty? Delay in handing over the premises will cost us Rs. 25,000 per day.	As per RFP. Landlord to maintain hindrence register at site.

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	NO				
53	94	NA	Lease Agreement	Needs to be reviewed separately. Its very generic and short format. Is it an example for outline of the agreement? Or there will be separate format of the agreement? Or can we draft or prepare new agreement for rent & separate for fit outs? As given format is seems to be only for rent agreement as whole. Need to have separate fit out agreement in detail.	
54	59		1. The Furnishing of Premises with electrical switch sockets, communication networking, LAN Networking cabling etc. will tentatively constitute of the following requirement of various Items for every 930 Sq. mtr. (10,000 Sq. Ft.) Carpet area.	Minimum area to be taken 930.00 Sq.Mts. (10,000.00 Sq.Ft. Per Floor) Running Counters / Workstation * = 180 to 210 Cubicles (8 Sq. Mtr. each) = 05 to 10	As per RFP. Services as AHU, Panel room etc. can be provided at one place as per design requirements/layouts for large floor plates.
55			Other queries	MIDC properties offers benefits such as subsidy in electricity bill which saves 50% of recurring expenses. Is there any weightage in property evaluation for this?	As per RFP.
56				Bank will be giving preference to single owner providing entire proposed area or multiple owners with smaller area.	As per RFP.
57	12	Point.5 a	The successful bidder has to complete the required furnishing as per Layout and specification of fit-out items approved by the Bank, within 320 days from the issue date of LOI. Fit-out cost will be at cost & risk of the owner of premises.	Will SBI have the option to withdraw after the issuance of the Letter of Intent (LOI)?	Clause 5 (iv), Page 52 of RFP
58	13	Point.6 Amenities - Sub point- 2		Requesting portable water capacity for approx. 100,000 sq.ft.	As per RFP
59	13				On proportioante basis. le not less than 1100 KVA to 1300 KVA

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	NO				
60	13	Point.6 Amenities -	If Bank consider 2 buildings of same vendor at	What will be the required DG capacity for aprox. 100,000 sq.ft area	Refer Clause no. 2 of NIT (Page no. 11).
	20		different locations (ie not on the same		Refer technical term and conditions. le not less than 2
			compound) , the requirement of power load will		Nos of 1500 KVA each
			be divided according to the area of premises.		
			However both locations two independent power		
			feeders from 2 independent Substations from		
			power distribution company should be available.		
			Further for each premises 2 Nos each DGs (one		
			standby DG) ie total 4 DGs required. The DG		
			capacity shall be according to the area of		
			premises.		
61	13	Point.6 Amenities -		Will this be a 24X7 operation?	Yes, As per RFP. Part operations are 24x7 basis. Refer
	20	Sub point- 6	Potable water should invariably be available 24x7	· ·	clause 22 page 37.
			throughout the year at the desired locations,		
			washrooms, pantry, cafeteria, etc. within the		
			premises.		
62	19	Point 4.8	The shortlisted lessors will be informed by the SBI	Requesting clarity on the timeline from shortlisting to premise inspection?	Within validity of tender.
			for arranging site inspection of the offered		
			premises		
63	21	Point 4.21	Bank reserves the right to sublet /permit the	· · · · · · · · · · · · · · · · · · ·	As per RFP. Limited to SBI Group.
			usage of the premises to its associates and		
			subsidiaries and no additional rent will be paid for		
64	40	noint FF	Don't to be gueted for furniture fit outs exected in	Who will be responsible for covering the major fit-out expenses after the fifth year?	As now DED
04	40	point 55	The state of the s	Need clarity on all the major and minor fit-outs requests, arising after completion for	As per KFP.
			valid for initial 5 years term of the lease and no		
			rental for fit out will be paid thereafter. Landlord	,	
			has to carry out any addition / alteration required		
			to the premises as per plan approved by the Bank		
			without any charge to the Bank. Bank have the		
			liberty to modify the fitouts / interior of the		
			premises and landlord has to permit any		
			modification required except structural		
			modification to load bearing structures including		
			installation of any system / equipment / gadget		
			that is required for the functioning or safety of		
			the Bank		

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65	43	point 72	After the completion of the interior works, etc. the lease agreement will be executed, and the rent payable shall be reckoned from the date of occupation of the premises by the Bank. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises	Rent commencement must be defined to avoid loss of rental income in the event of delay from SBI.	After completion of the Fitouts , etc. by the Landlord, at their own cost, the Lease agreement will be executed, and the rent payable shall be reckoned from the date of occupation of the said premises by the Bank. Further, the vendor may provide the offered premises, complete with fitouts, in phases within the time frame as prescribed. Accrual of rent shall be done and shall be paid on pro-rata basis. However disbursal of rent shall be done only after the whole of premises, complete with fitouts is handed over to the bank.
66	44	Point 82	Provision of minimum 06 Lifts with capacity of minimum16 Persons plus 2 service lift (2000 kg capacity each), for independent & exclusive use of SBI. If Bank consider for occupying 2 premises at different location, at least 3 Lifts with capacity of minimum 16 person plus 1 service lift (2000 KG capacity) to be installed at each premises.		As per RFP. Yes in case of multiple tenants.
67	51	Point 2b	Interest Free Rental Deposit: The interest free rental deposit equivalent to maximum six month's rent shall be granted to the landlords at the time of taking possession of the premises and such deposits will have to be adjusted during the last six months of occupation. (Remarks - what if there is any pending bills of CAM which needs to be taken care of electricity)		Six month rent of all the components of rent i.e. Annexure C, Part II -Price Bid.
68	53	Point 6	The successful bidder shall execute the Registered Lease Deed for an initial period of 5 years and will be further renewed for 5 years terms, as per the Format provided in this RFP covering Terms and Conditions stipulated in this tender. The Stamp Duty and Registration charges towards Registration of Lease Deed with the competent authority shall be born equally (50:50) by the Lessors and the Bank.		As per RFP

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69	53	Point.8 Lease Period: - Sub point- iii	1 -	The lock-in period is 3 years, while the fit-out recovery period is 5 years. If SBI decides to exit immediately after the lock-in period, what happens to the fit-out cost for the remaining 2 years?	As per RFP.
70	55	Point 10	Penalty clauses for non-fulfilment of the following T&C shall be as follows: Penalty (% of current monthly rental*** except GST) 1 Water not available for 4 hours or more 0.1% per instance 2 Electricity outage for more than ½ hour 0.5% per instance 3 50% or more than 50% of the lifts not working for more than 4 hours 0.1% per instance 4 A.C. outage for more than ½ hour 0.5% per instance	Penalty in case of Power and Water faliure should be applicable only where landlord is at fault and not otherwise.	As per RFP
71	58	Point 8		Need clarity on the specifications of a strong room as no mention for the same found in fitout guidelines, But the same has been asked in lease consent letter	Special provisions for Secure room with fireproof door, AC installation and operation and maintenance, lift operation and maintenance any other will be made by me/us.
72	67	Point H7	page 67 - point no H7 - List of documents to be attached: Documents confirming that property is clear & no lien / charge has been created; (The Bank shall obtain legal title investigation report from the SBI empanelled advocate at own cost which shall be reimbursed by the Successful bidder.)	Advocate charges should be capped or a range should be provided	Fee of empanelled advocate for verification of legal title reports is nominal i.e. approx Rs 10,000 to Rs 20,000 per premises which needs to be borne by successful bidder. All others as per RFP.
73	10		The distance of the offered premises from GITC main building - 15K.M, (the shortest distance for four wheeler as per google map), within the jurisdiction of Navi Mumbai Municipal Corporation		The distance of the offered premises from GITC main building - 20 K.M, (the shortest distance for four wheeler as per google map), within the jurisdiction of Navi Mumbai Municipal Corporation.