

Pre-Bid responses dated 07.01.19 towards FOR ACQUISITION OF OFFICE PREMISES IN MUMBAI ON LEASE RENT ON WESTERN SUBURBS FROM ANDHERI TO BORIVALI NEAR SUBURBAN RAILWAY STATION RFP : NO CO: BFSL/GA RFP/19-20/09

Sr. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	BFSL comments
1	15	20. Penalty Condition	Water not available for 4 hours or more- penalty 0.1%	Outage on any third party utility providers shall not be penalised.	Yes , for third party providers it will not be a case, however no deviation in the existing clause if it is from owner's side.
2	15	20. Penalty Condition	Electric Outage for more than 1/2 an hour - penalty 0.5%	Outage on any third party utility providers shall not be penalised. Plan maintenance will not be penalised.	BFSL increases the time from 1/2 hour to 1 hour
3	15	20. Penalty Condition	A.C. outage for more than 1/2 hour- penalty -0.5%	Outage on any third party utility providers shall not be penalised. Extension of time for curing the issues in case of Electricity & Acs shall be provided.	BFSL increases the time from 1/2 hour to 1 hour
4	23	31. III Taxes and Duties / Lease Expenses	Lease Expenses- All expenses, stamp duty and other charges/ expenses in connection with the execution of the Lease Agreement as a result of this RFP process shall be borne equally by the bidder and the company.	Lease will remains for 5 years so extension agreement will be a separate agreement.	Stamp duty and registration will be equally borne by bidder and BFSL.

5	23	31. Taxes and Duties		It is clarified that GST on Rent amount shall be borne by the Company accordingly clause may be modified.	Rent Invoice submitted with GST will be paid by BFSL.
6	25	36. Addition/Deletion of Qualified Offerings		It is clarified that any Incremental Offering arising later will be borne by the Company.	This can be discussed with the L1 property at a later stage
7	26	39. Terms and Conditions	Generator	The Bidder provides Generators only for common areas, will it suffice?	No, it will go as per RFP clause
8		39.XVII. Terms and Conditions:	Company reserves the right to sublet the premises to its Associates and Subsidiaries	Providing Subletting as a right is not something we are comfortable with.	BFSL will be sublet the premise only to its parent organisation or Subsidiaries and no other company/bank/etc.
9	17	25. Termination		The entire Termination Clause in present form is one sided and can not be acceptable and therefore, the said clause to be recasted in form of fareness in both side.	No deviation in the existing clause
10	22	27. Force Majeure		This clause needs modification as performance and duration of delay cannot be predicted that will work as per our terms only.	This can be discussed with the L1 property at a later stage

11	23	31. Taxes and Duties		Taxes & Duties shall be paid by the Company including GST, etc.	Already answered above.
12	25	35. Violation of Terms		This clause needs modification as last three lines aren't acceptable.	No deviation in the existing clause
13	25	36. Addition/Deletion of Qualified Offerings		1. We don't have any such facility of Change Order Procedure and kindly explain. 2. Price of Incremental Offering depends on market scenario how can we accept this? 3. This clause has to be vice versa. 5. This can be allowed only after prior intimation/approval.	No deviation in the existing clause
14	26	38. Set Off		This can be done only after giving Intimation to the Bidder.	This can be discussed with the L1 property at a later stage
15	26	39. Terms and Conditions	Generator	If Company brings its own generator space will be provided as per availability with extra charges thereon.	Currently we don't have our own generator. Company prefers to be supplied by bidder.
16			Clause XV	Not acceptable	No deviation in the existing clause
17	5	Annexure - G	Sanctions and Violations	Kindly Modify.	No deviation in the existing clause

18	68	Annexure - I	Conformity Letter	We differ in few clauses.	No deviation in the existing clause
19	57	Annexure - E	Commercial Bid The Composite, *BID Amount		Commercial bid format: Rent for fit outs: BFSL accepts rent psf carpet area along with fit out costs and Maintenance Charges : Includes maintenance cost and any other overheads

20) Floor plate - Single or divided: - BFSL will require single floor plate, details as per RFP.

21) ITES & Commercial –In case partial commercial space availability with bidder, a line of confirmation from appropriate body (not self-declaration) for which Documentation /certification will be required

22) Utility provider penalty /planned maintenance/timeframe to increase- Increased as above

23) Green building certification is preferable not disqualification

24) IT hardware pricing & commercial must be considered as per hardware details mentioned in RFP

25) PAC – As per the floor area covered, RFP specification and market standard practices PAC must be considered.

26) Fit out: - standard fit outs , any specific ?Quality certification –Inventory from ISO certified company (BOQ of the inventory supplied will be provided to BFSL)

27) Layout / dimensions /cubical size – Bidder should quantify basis layout /fit out /hardware demand raised in RFP. quote in commercial basis that.

28) Chiller AC plant if not 5 years than please take certification from appropriate vendor.

29) EMD will need to be paid separate for each premise even if the same is owned by one Landlord and happens to be in the same building.

30) The premise being offered should ideally be owned by only one Builder/Developer/Owner/Partners etc as the case may be. Multiple owners will not be preferred without proper documentation.