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**STANDARD SET OF DEVIATIONS- Corrigendum-VII**

**(To be an Integral Part of e-Tender)**

**Tender No** : MMRDA/T&CP/0002708 (for Plot no C-69D)

**Name of Tender** : E-Tender for Lease of Commercial Plot C-69D from G-Block of Bandra-Kurla Complex

Sr. No.	Reference No of Relevant Clause in the RFP	Clause as appearing in the published RFP	Clarification sought by the bidders through Email	Clarification/ Revised Clause
1.	Sr. No. 2 , Invitation, page no. 15	To participate in online bidding process, Bidders shall procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they shall digitally sign and encrypt their electronic bids. Bidders shall procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. <b>Registration for e-bidding must be done by the entity bidding for the project.</b> A brief note on registration process for the e-	Whether the details of the registered Bidder on MMRDA's e-Tender Portal who downloads the document needs to be the same for submission of bid?  Whether bids from separate entities for separate plots with the same One registration link will be accepted?	<b>No change.</b>  The entity bidding for the project needs to be registered on MMRDA's e-tender portal

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		bidding portal and for obtaining the DSC is attached as "Annexure-K in e-Tender document.	Since RFPs are separate, need two bid packages or one for both																											
2.	3.2, Page no. 35	<p><b>Particulars of Land</b> Details of the Commercial Plot now being offered on 80-year lease are as follows: -</p> <table border="1" data-bbox="450 679 1079 1158"> <thead> <tr> <th>Plot No.</th> <th>Plot Area in sq.m.</th> <th>Permissible Built Up Area in sq.m.</th> <th>Permissible User</th> <th>Access Road Width (in m)</th> </tr> </thead> <tbody> <tr> <td>C-69C</td> <td>5807.50</td> <td>30,000.00</td> <td rowspan="2">Commercial (30% Mixed Residential Use may be permitted on receipt of Government Approval, Refer Para-3.3,e)</td> <td rowspan="2">30m (North Side), *18m (South Side)</td> </tr> <tr> <td>C-69D</td> <td>6077.60</td> <td>30,000.00</td> </tr> </tbody> </table>	Plot No.	Plot Area in sq.m.	Permissible Built Up Area in sq.m.	Permissible User	Access Road Width (in m)	C-69C	5807.50	30,000.00	Commercial (30% Mixed Residential Use may be permitted on receipt of Government Approval, Refer Para-3.3,e)	30m (North Side), *18m (South Side)	C-69D	6077.60	30,000.00		<p><b>Particulars of Land</b> Details of the Commercial Plot now being offered on 80-year lease are as follows: -</p> <table border="1" data-bbox="1406 679 2036 1158"> <thead> <tr> <th>Plot No.</th> <th>Plot Area in sq.m.</th> <th>Permissible Built Up Area in sq.m.</th> <th>Permissible User</th> <th>Access Road Width (in m)</th> </tr> </thead> <tbody> <tr> <td>C-69C</td> <td>5807.50</td> <td>30,000.00</td> <td rowspan="2">Commercial (30% Mixed Residential Use may be permitted on receipt of Government Approval, Refer Para-3.3,e)</td> <td rowspan="2">30m (North Side), *24m (South Side)</td> </tr> <tr> <td>C-69D</td> <td>6077.60</td> <td>30,000.00</td> </tr> </tbody> </table>	Plot No.	Plot Area in sq.m.	Permissible Built Up Area in sq.m.	Permissible User	Access Road Width (in m)	C-69C	5807.50	30,000.00	Commercial (30% Mixed Residential Use may be permitted on receipt of Government Approval, Refer Para-3.3,e)	30m (North Side), *24m (South Side)	C-69D	6077.60	30,000.00
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3.	3.2, Page no. 35	<p>Note: a. Plot area might undergo minor changes after demarcation. However, the maximum permissible Built-Up Area (BUA) will remain same. The Bidder will have to quote lease premium rate per sq.m for permissible Built-</p>	Title, physical survey, and revenue survey extent consistency	<p><b>No change.</b> The Plot area mentioned in the e-tender document is as per the joint measurement. As mentioned in the e-tender document, the plot area might undergo minor changes after demarcation. However, the maximum permissible Built-Up Area (BUA) will remain the</p>																										

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		Up Area. (No fungible FSI is permitted for this plot)		same.
4.	3.5, Page, no. 37	<p><b>Amalgamation of Plots</b> MMRDA has also invited bids for the lease of adjoining Commercial plot through e-tender. In case, the same bidder is selected as the successful bidder through e-tender process for both the plots i.e., C-69C and C-69D and the said bidder has requested for amalgamation of these adjoining plots for efficient use of the land, the same shall be allowed.</p>	Time period to undertake amalgamation of the plot if selected as the successful bidder	<p><b>Amalgamation of Plots</b> a. MMRDA has also invited bids for the lease of adjoining Commercial plot through e-tender. In case, the same bidder is selected as the successful bidder through e-tender process for both the plots i.e., C-69C and C-69D and the said bidder has requested for amalgamation of these adjoining plots for efficient use of the land, the same shall be allowed. b. <b>There is no time limit for submission of the request for amalgamation of plots. However, in the case where the lease deed for either or both of the plots is executed prior to the request of amalgamation, the earlier date of the lease deed shall be considered as the date for commencement of lease period for the amalgamated plot.</b></p>
5.	3.10 Page no. 38	<p><b>Approvals</b> The Lessee shall obtain Statutory Approvals including Civil Aviation NOC, Environmental clearance, Fire Department NOC, building permission, etc. and pay all fees of MMRDA/ MCGM/ GoM/ GoI, premium charges (including</p>	List of other approval including Civil Aviation NOC, Environmental clearance, Fire Department NOC, building permission,	<p><b>No Change.</b> The time frame, charges, fees, premium etc. for registration, building permission etc. shall be as per applicable DCRs, Govt. Notifications, GRs, Circulars issued by competent Authority &amp; Court</p>

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		GST, CESS, Stamp Duty and Development Charges) for the entire development.	<p>etc. that needs to be secured</p> <p>Computation of all fees of MMRDA/ MCGM/ GoM/ GoI, premium charges(including GST, CESS, Stamp Duty and Development Charges) for the development</p> <p>Layout Plan, IOD and CC sanctioning authority - MMRDA or MCGM? An arrangement among them in the event both are involved?</p> <p>Is there a single window option available to get all approvals through CAF except for MoEF EC?</p> <p>Registration charges &amp; Stamp duty or other taxes on lease agreement</p>	Orders if any, issued from time to time after compliance of necessary documents/payments by the applicants

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6.	4.4, Page no. 47	<p><b>Validity of the offer &amp; Earnest Money Deposit (EMD)</b></p> <p>The offer shall remain valid for acceptance by the MMRDA for a period of 6 months effective from the date of opening of e-Envelope–A and shall not be revocable by the Bidder during such period. Any revocation contrary to such condition will entail the forfeiture of the EMD paid by such Bidder. On receipt of the written request, MMRDA will refund the EMD of the non-eligible Bidder. The EMD of the Eligible Bidder will be refunded within 180 days after the e-Tender process is completed.</p> <p>The EMD will bear no interest. The payment of EMD by the Bidders as per the procedure stated in this Tender Document shall not be construed that he/she is eligible.</p>	<p>timeline or refund of EMD for unsuccessful bidders</p>	<p><b>Validity of the offer &amp; Earnest Money Deposit (EMD)</b></p> <p>The offer shall remain valid for acceptance by the MMRDA for a period of 6 months effective from the date of opening of e-Envelope–A and shall not be revocable by the Bidder during such period. Any revocation contrary to such condition will entail the forfeiture of the EMD paid by such Bidder. On receipt of the written request, MMRDA will refund <b>the EMD of the non-eligible Bidder within 90 days from the receipt of the request.</b> The EMD of the <b>unsuccessful</b> bidder in Envelope-C will be refunded within <b>90</b> days after the e-Tender process is completed.</p> <p>The EMD will bear no interest. The payment of EMD by the Bidders as per the procedure stated in this Tender Document shall not be construed that he/she is eligible.</p>
7.	4.2, c page no. 46	<p>The EMD of Unsuccessful Bidders shall be returned to the respective Unsuccessful Bidder within 90 days from the date of opening of the e-Envelope C.</p>		
8.	4.8.1, Page 55	<p>As per E-tender Document</p>	<p>Are there any restrictions on the tenants we can lease out to for eg: IT / ITES</p>	<p><b>No Change.</b></p> <p>The e-Tender document clearly mentions the eligible categories for allotment of premises in BKC</p>

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			/Commercial / Data Centers / up to what level of labs can be here	
9.	4.18, Page no. 60	<p><b>Mode of Payment of Lease Premium</b> As per Regulation 9 of the MMRDA (Disposal of Land) Regulations, 1977, (as amended in the year 2015) 30% of the premium shall be paid within one month from the date of offer letter and balance 70% within 8 months in equal installments thereafter.</p>	For the payment terms, can we make the payment of 70% in advance of the equal installments? Say pay in 6 months or earlier.	<p><b>No Change.</b></p> <p>The differed payment option is provided as per Authority approval and MMRDA's Land Disposal Regulations. The bidder can make an advance payment. The possession of the plot shall be given only after 100% of the premium is paid to MMRDA.</p>
10.	3.11(b)	<p><b>Taxes</b></p> <p>a. The Lessee shall pay all municipal taxes, rates, charges including NA Assessment, etc. during construction and thereafter. Municipal taxes are applicable from the date of execution of the lease deed.</p> <p>b. The provisions of GST are not attracted to the lease of Plot under reference, if applicable, it shall be the responsibility of MMRDA. Bidder shall not consider GST in its offer to MMRDA.</p>	Is any GST applicable as per MMRDA?	<p><b>No change in (a) and (b)</b></p>

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11.	4.19	<p><b>Payment of Other Charges</b> In addition to the premium payable by the allottee, the following charges will have to be paid separately:</p> <ul style="list-style-type: none"> <li>a) GST or any other tax if applicable</li> <li>b) Legal documentation charges.</li> <li>c) Stamp Duty leviable on each document under the Bombay Stamp Act, 1958.</li> <li>d) Charges for the registration of any document under the Indian Registration Act.</li> <li>e) Fees and charges including Development Charge payable to the Metropolitan Authority and to the Municipal Corporation of Greater Mumbai along with the application for permission to erect the intended building or buildings.</li> <li>f) Charges payable to the Municipal Corporation of Greater Mumbai for application to obtain supply of water etc.</li> <li>g) Municipal taxes, non-agricultural assessment and any other taxes leviable on the tendered plot will also be paid by the Lessee.</li> </ul>		<p><b>Payment of Other Charges</b> In addition to the premium payable by the allottee, the following charges will have to be paid separately:</p> <ul style="list-style-type: none"> <li>a) <b><i>Deleted</i></b></li> <li>b) Legal documentation charges.</li> <li>c) Stamp Duty leviable on each document under the Bombay Stamp Act, 1958.</li> <li>d) Charges for the registration of any document under the Indian Registration Act.</li> <li>e) Fees and charges including Development Charge payable to the Metropolitan Authority and to the Municipal Corporation of Greater Mumbai along with the application for permission to erect the intended building or buildings.</li> <li>f) Charges payable to the Municipal Corporation of Greater Mumbai for application to obtain supply of water etc.</li> <li>g) Municipal taxes, non-agricultural assessment and any other taxes leviable on the tendered plot will also be paid by the Lessee.</li> </ul>

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		<p>h) All rates, taxes, charges, claims and outgoings including electricity and water charges chargeable against the Lessee or occupier in respect of the said land or any building erected thereon.</p> <p>i) The land revenue and cess assessed or which may be assessed on the said land.</p> <p>j) The annual rent payable by successful Bidder shall be Re. 1/- per sq. mtr. of the plot area for the 1st year and will be increased by 10% over the rent of the previous year.</p>		<p>h) All rates, taxes, charges, claims and outgoings including electricity and water charges chargeable against the Lessee or occupier in respect of the said land or any building erected thereon.</p> <p><b>a)</b> The land revenue and cess assessed or which may be assessed on the said land.</p> <p><b>b)</b> The annual rent payable by successful Bidder shall be Re. 1/- per sq. mtr. of the plot area for the 1st year and will be increased by 10% over the rent of the previous year.</p>

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