

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
(MMRDA)
(A Govt. of Maharashtra Undertaking)
Plot No. C-14 & 15, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.
Tel. No.2659 7400 Fax No.2659 7412
e-Tendering Portal : <https://etendermmrda.maharashtra.gov.in>

Corrigendum - Three

Notice for inviting e-Tender for the Operation & Maintenance of Urban Plaza having Food Court Restaurant with allied uses located at Cr2, Nariman Point, Mumbai was published in the 'India Express Group' on 28th December, 2016. The e-Tender Document was available on e-Tendering Portal from 28/12/2016 to 13/01/2017.

2. The Corrigendum was also published on e-Tender Portal on 3rd January, 2017 amending Para – 6 (Clause - 6) of the Tender Document.

Further the Tender Document is amended as follows :-

(1) Para – 6 : Offer from MMRDA

The word –

“Fixed Rent of Rs. 12.50 Lacs per month with an increase of 5% every year over the rent of previous year and variable rent per month during lease period. The variable rent shall be the percentage of the revenue generated by the Tenderer per month to be quoted by the Tenderer and it shall be increased by 50% from the fourth year of the lease period.”

It is amended and should be read as –

“Fixed Rent of Rs. 12.50 Lacs per month with an increase of 5% every year over the rent of previous year and variable rent per month during lease period. The variable rent shall be the percentage of the revenue generated by the Tenderer per month *and hence the Tenderer shall have to quote the expected / estimated revenue generation per month and to quote the percentage of revenue proposed to be shared being a minimum Variable Rent*, which shall increased by 50% from the fourth year of the lease period. *Further the revenue sharing shall be depending on the total revenue generation and shall increase as the revenue increases during the lease period.*”

(Italic & Bold is the addition to the existing provision)

(2) Form – C : Financial Proposal

The Form – C is amended and attached herewith as ANNEXURE.

3. All other terms & conditions of e-Tender are remain same.
4. **All interested Parties to take note of it.**
5. **All information regarding e-Tendering is available on above Portal.**

Sd/-
Metropolitan Commissioner
MMRDA

TENDER FORM NO. C

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
Operation and Maintenance of Urban Plaza having Food Court, Restaurant with allied usages
located at Cr2, Nariman Point, Mumbai.

FORM OF OFFER (FINANCIAL PROPOSAL)

Instructions:

- (a) Strike out whichever is not applicable.
- (b) The applicant should initial all additions and alternations in this form.
- (c) Where necessary, information may be furnished on separate sheets, which should be signed and
- (d) All necessary supporting documents required for proving the eligibility, registration and legality should be submitted.

1. Applicant's full Name / Address (Use block letters) :

Name	
Present address	
Permanent address	

2. I/We the Authorized Representative of the above named Agency:

Sr. No.	Full Name	Designation
1.		
2.		

desire and hereby make an offer for "**Operation and Maintenance of Urban Plaza having Food Court, Restaurant with allied usages located at Cr2, Nariman Point, Mumbai**".

3. I am/ We are/my/our principals are willing -

- A) To pay Rent of Rs. _____/- (Rupees _____ only) per month quarterly.
- B) To pay Fixed Rent of Rs. 12.50 Lacs per month. We mention expected / estimated revenue of Rs. _____/- Rs. _____ only) and shall pay variable rent per month @ ___% of the said revenue, which shall be increased by 50% (i.e. percentage of the revenue) from fourth year of the lease period, which shall be the minimum variable rent. If there shall be increase in the expected / estimated revenue on

operation during the lease period, we shall pay the variable rent at the quoted percentage (including increase of 50% from fourth year) on the actual revenue generated but not less than the variable rent based on the expected / estimated revenue.

Note: In option B, the Tenderer has to quote the percentage figure in the space provided in the Form – C. In the system generated table, it will be shown as Rupees, however it should be read as percentage. In case of any Clarification FORM-C uploaded by the bidder will be considered.

C) To submit Bank Guarantee of a Scheduled Bank of a sum equal to 3 months rent of the last year of the lease period valid for 10 years & 6 months.

And agree that the monthly Fixed Rent of Rs. 12.50 Lacs shall be increased by 5% every year over the rent of previous year during the lease period. The Variable rent shall be increased by 50% from fourth year of the lease period. The Fixed Rent of Rs. 12.50 Lacs and Variable Rent at quoted percentage on the expected / estimated revenue per month shall be paid quarterly 15 days in advance before the start of quarter and the variable rent, if any on the increased revenue during the lease period shall be paid quarterly within 15 days from the date of end of respective quarters by us without deductions whatsoever along with Service Tax as may be applicable, failing which the bank guarantee submitted by us towards Security Deposit shall be encashed without any intimation or notice and I/we shall reinstate the same by fresh guarantee.

5. If my/our offer is accepted by the MMRDA and if I/We fail to pay the rent as aforesaid and submit Bank Guarantee towards Security Deposit within 15 days from the date of receipt of Offer Letter issued by the Authority, the agreement concluded between us shall stand rescinded by the MMRDA and the amount of Earnest Money Deposit paid by me/us under this offer shall stand absolutely forfeited to the MMRDA.
6. I/We shall keep this offer valid for a period of six months effective from the date of opening of e-Envelop - B of the offer and shall not revoke or vary it before the expiry of six months from such date and in the event of my/our failing to observe and perform this liability, the Earnest Money Deposit paid under this offer, shall stand absolutely forfeited to MMRDA.
7. I/We agree to abide by the decision of the Metropolitan Commissioner of the MMRDA regarding allotment.
8. I/We declare that the information stated herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the MMRDA to revoke at any time acceptance of my/our offer for Operation and Maintenance of "**Operation and Maintenance of Urban Plaza having Food Court Restaurant with allied usages located at Cr2, Nariman Point, Mumbai**".
9. I/We hereby declare that I/we have read and understood the rules governing the Operation and Maintenance of Urban Plaza having Food Court, Restaurant with allied usages located at Cr2, Nariman Point, Mumbai, inspected the title of the said premises and its plans, examined the draft of various documents / agreements to be submitted / executed and do hereby undertake to submit / execute them when called upon to do so, and abide by the decision of the MMRDA.

Mumbai
Date:

(Authorized representative's signatures)
Full Name, Designation and the Name of the
Applicant & the Agency with its stamp