

CORRIGENDUM-II

Reply to Bidder Queries

Name of Work: Development and Operation of Parking & Commercial on Plot No. 2, bearing Kh. No. 98 and 100(P), Mz. Dhantoli, admeasuring 7036.00 Sqm on Public Private Partnership Basis

(Tender No: N1PD-34/2021 Date: 03-08-2021)

Sr. No.	Clause No.	As given in Document	Queries Raised	Maha-Metro's Reply
1.	Clause 2.1.15- Page 16 and Clause 11.1 Page 101	<p>Clause 2.1.15- Maha-Metro shall at its own discretion may further lease out the Project Facility upon the expiry of the lease tenure of the Project through a transparent bidding process</p> <p>Clause 11.1- At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect including its rights over the subject Site and the entire facility thereof shall transfer back to Maha-Metro (METRO), free of cost.</p>	<p>Lease Tenure should be renewable after 60 years under same concession Agreement. There should not be any bidding process.</p> <p>If there will be bidding process then it should be done and finalized at least one year before termination of Lease tenure.</p>	Clause in Bid Document shall Prevail.
2.	Clause 3.3.2 Page 40	<p>clause no 3.3.2- For the purpose of this Bid Document, for a project to qualify as an Eligible Project:</p>	We want to participate in bidding process as a single entity and not required to go for Consortium. We are having Technical experience of execution of Government	The nature of project requires experience of O&M of similar nature and quantum of projects thus the said request is not acceptable. Clause in Bid Document shall Prevail.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

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3	<p>Clause 2.20.2 Page 34</p>	<p>(a) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire period of execution of the project for which Eligible Experience is being claimed</p>	<p>projects as a Contractor. We are having financial capacity to execute the project. Hence, We request to consider following condition for Qualifying eligible project as follows - The bidder those are having experience of execution of project costing at least of Rs 60 Crore under Government department and having financial ability as required should be allowed to bid</p>	<p>The requirement of Initial Paid Up and Subscribed Capital in the SPC is in accordance with the Model RFP Document. Thus, deviation proposed is not acceptable. Clause in Bid Document shall Prevail.</p>
4.	<p>Clause 3.3.1 Page 40</p>	<p>Clause 2.20.2- Minimum paid up & Subscribed Share Capital & Equity Lock-in The initial paid-up and subscribed share capital of the SPC at the time of signing of the Concession Agreement shall not be less than [5% (five percent)] of the Estimated Project Cost. The Successful Bidder shall be required to hold at least</p>	<p>The initial paid-up and subscribed share capital of the SPC at the time of signing of the Concession Agreement shall not be less than [2% (Two percent)] of the Estimated Project Cost. The Successful Bidder shall be required to hold at least.</p>	<p>Not Acceptable. Clause in Bid Document shall Prevail.</p>
4.	<p>Clause 3.3.1- Page 40</p>	<p>Subject to the provisions of Clause 2.2.2 (A), the experience of the Bidder shall be considered as Eligible Projects/Experience if the projects are executed in the field of Real Estate like Residential, Residential cum Commercial Projects, Hotels, Commercial Complex, Community Centres, Commercial offices, Hospitality Centres,</p>	<p>This condition should be considered as follows: The experience of the Bidder shall be considered as Eligible Projects/Experience if the projects are executed in the field of Construction like Residential, Institutional, Academic cum residential, administrative, administrative cum residential, Residential cum Commercial Projects, Hotels, Commercial</p>	<p>Not Acceptable. Clause in Bid Document shall Prevail.</p>



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5.	Clause No. 12.3.17 of the Draft Concession Agreement	Banquets, Malls, Hospitals etc. (the "Eligible Experience/ Similar Project"). The Concessionaire shall have the flexibility to propose a design as long as they adhere to the basic design principles considered by Maha-Metro. The design is available in Annexure-4 for the reference of the Concessionaire. In the event, the Concessionaire desires any change in the façade and elevation design, it should take prior approval from Maha-Metro for such change in façade and elevation design. Maha-Metro reserves the right to approve and disapprove such request.	Complex, Community Centres, Commercial offices, Hospitality Centres, Banquets, Malls, Hospitals etc. (the "Eligible Experience / Similar Project"). Will we be allowed to propose an entire new façade to the project or is it mandatory to use the design principles of Maha-Metro.	The Successful Bidder shall be free to propose/develop any kind of façade for the project that suits his vision and requirement. The Clause 12.3.17 of the Draft Concession Agreement stands deleted.

The Corrigendum – I shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.

The clauses amended by this reply shall overrule the original provision. The relevant clause in the Draft Concession Agreement stands modified accordingly.



Executive Director/Procurement

Maharashtra Metro Rail Corporation Limited