



Corrigendum No. - III

Name of Work: Development and Operation of Parking & Commercial on land bearing Kh. No. 98 and 100(P), Mz. Dhantoli, near Sitaburdi Interchange Metro Station, admeasuring 16189.90 Sqm on Public Private Partnership Basis.
(Tender No. N1PD-83/2024, Dated: 27-02-2024)

Part "A" - Replies to Queries

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
1	Point No. 6.9 of Annexure - 2: Scope of Work of RFP Document - Volume I	Additional Parking: As per Terms of the Concession Agreement Bidder is required to provide additional Parking of 50 Car bays, 100 Two Wheelers Bays & 100 Bicycle Bays to address parking need of Metro Commuters however bidder will be require to construct parking spaces as per the norms /of UDCPR-2020 as well hence it is advisable to remove above condition from concession agreement	The Clause 12.3.7 of the Volume II of Draft Concession Agreement is modified as follows – <i>"In addition to the minimum required parking, the Concessionaire shall have to provide additional parking of 10 car bays, 20 two wheelers bays and 20 bicycles bays to address parking needs of Metro commuters. The said parking will be handed over to Maha-Metro free of any charges. The periodic maintenance of the parking will be done by the Concessionaire at its own cost. In addition to above, if required, Maha-Metro shall develop additional parking for metro commuters in the 20mts metro corridor passing through the Project Site."</i>
2	Point No. 9 of Annexure - 2: Scope of Work of RFP Document - Volume I	Mortgage Land: It is to be noted that market is going through liquidity crunches hence sub lease holder will be depended on availment of loan against proposed property, however	Not Accepted. The condition in Bid Document shall prevail.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
		As Per Concession agreement Neither Bidder nor Sub Lease holder is allow to mortgage land acquired through underlying tender It is advisable that if permission is under process than tender should provide reference to rules which are restricting metro for mortgage which will provide automatic window the bidder in case of change in such underlying rules	
3	Clause 2.19.2, Bullet Point No. 5 of RFP Document - Volume I	Annual fees escalation @ 5% It is to be noted that as per tender document Annual concession fees will be escalated 5% every Year, however as per market generally accepted norms same should be increased by 10-15%'in Every 3 Year instead of Annual Increase in Annual Concession Fees.	The escalation on Annual Concession Fees shall be 20% every three years on compounding basis.
4	Clause 2.2.3 (a) of the RFP Document - Volume I	Eligible Projects: As Per Tender document, Experience of two eligible Projects each having area not less than 16200 Sq.Mtr is required to construct. However, it has been mentioned that either sanction or OC is required to be submitted for eligibility criteria of the tender. It is advisable to modify the condition and allow project for experience only id bidder is having OC.	The Clause 2.2.3 (a.) of the RFP Document is modified as follows a. a copy of sanctioned Building plan for the project (duly stating the Built-up Area), Building Permit of the eligible project and a Certificate(s) from Project Architect stating the Constructed Built-up Area of the eligible project along with part occupancy certificate issued by Planning Authority.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
			<p>OR</p> <p><i>Occupancy Certificate.....</i></p>
5	Clause 15.2 of the RFP Document – Volume II (DCA)	<p>Pay Penalty Of Rs.5.00 Crores:</p> <p>As per the terms of the Bid Document bidder will be required to pay penalty of Rs.5.00 Crores in case of construction is not completed within 60 Months from date of agreement however it is advisable to remove such addition fees of Rs.5.00 Crore and instead of the same bidder will be required to Pay Annual concession Fee irrespective of construction completion.</p>	<p>The Clause 15.2 of the Volume II of Draft Concession Agreement is modified as follows –</p> <p>Clause 15.2 : Extension of Construction Period.</p> <p><i>If COD for the Project does not occur on the Scheduled Completion Date unless the delay is due to Force Majeure, the Concessionaire shall be given additional two (02) tenures of two (02) years each.</i></p> <p><i>If the Commercial Operation Date (COD) is not achieved within such extended tenure, the Concession Agreement shall be liable for termination. However, the additional time for construction shall be granted only if the Concessionaire makes all the payments to Maha-Metro on or before the due date of respective payments, without any default.</i></p>
6	Clause 2.19.4, Bullet Point No. 1 and 2 of	<p>Vehicle:</p> <p>As Per Tender Document bidder is required to purchase/Provide two Innova Crysta for exclusive use</p>	<p>The condition is modified as follows –</p> <p><i>The Successful Bidder shall provide transport along with driver for the Maha-Metro Officials and/or its Engineer starting from</i></p>



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
	the RFP Document – Volume I	Maharashtra Metro Engineer (i.e. Vehicle cannot be used by bidder or any other person) for the period of six Years, It is advisable that such condition should be removed in order to avoid unnecessary hardship to the bidder.	<i>Effective Date and shall continue to provide till the end of 05 years from the Effective Date or the Commercial Operation Date of entire project, whichever is later.</i> <i>The details of vehicles to be provided include following –</i> <i>2 numbers of SUV vehicles, to be used upto 30/31 days per month subject to maximum of 2500 kms in a month.</i>
7	Clause 2.19.1 of the RFP Document – Volume I	Upfront Premium: It is to be noted that in previous tender upfront premium was 14.00 Cr for total area of 19,890 Sq.Mtr however same has been increased to 16.00 Cr even though area has been reduced to 16 189 Sq.Mtr hence it is advisable to reduce the same in order to avoid hardship on successful bidder .	Not Accepted. The condition in Bid Document shall prevail.
8	Clause 15.2 of the RFP Document – Volume II (DCA)	Construction Period& Penal Charges: As per the terms of the Bid Document bidder will be required to pay penalty of Rs.5.00 Crores in case of construction is not completed within 60 Months from date of agreement however it is advisable to remove such addition fees of Rs.5.00 Crore and instead of the same bidder will be	In accordance with Point No. 5 above.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
		required to Pay Annual concession Fee irrespective of construction completion.	
9	Clause 2.2.12 and 2.2.13 of the RFP Document – Volume I.	Novation Fees: In addition to fulfilment of condition of Tender, bidder is required to Pay transfer fees equivalent to 10% of vale of land as per annual schedule of rates prevailing at the time of novation however it is advisable to change such fees to 5% of Difference of ASR of Land at the time of novation and at the timing of signing of concession agreement.	Not Accepted. The condition in Bid Document shall prevail.
10	Point No. 10.7 of Annexure - 2: Scope of Work of RFP Document - Volume I	Related party Transaction: As per the terms of agreement bidder is require to take prior permission for related party transaction and in case of non obtaining of such Prior Approval, agreement will be treated as major default and agreement will be cancelled and security deposit will be forfeited by Maha Metro hence it is advisable remove such agreement as above tender is not on revenue sharing model and transaction with related party will not affect financial interest of the Maha metro in any manner.	Accepted. The clause stands deleted.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply																
11	Point No. '2' and '3' of Annexure - 2: Scope of Work of RFP Document - Volume I	Exclusion of Construction Period: As per Tender document, concession period is 60 Years which will include construction period of 5 Years however it is advisable to exclude construction period from concession period.	Not Accepted. The condition in the Bid Document shall prevail.																
12		Extension of Last date of Bid Submission: As per bid document last date of submission of bid documents is 28t March 2024 however considering the fact the march is last month of financial year 2023-24, bidder should be provided extension of time limit for bid submission.	The revised schedule for Bid submission is as follows – <table border="1" data-bbox="1301 703 2119 1094"> <thead> <tr> <th>S. No.</th> <th>Event</th> <th>As per Corrigendum-II</th> <th>Revised as</th> </tr> </thead> <tbody> <tr> <td>01.</td> <td>Document on Sale</td> <td>Documents can be downloaded from 17:00 hrs. on 29-02-2024 to 16:00 hrs. on 10-04-2024 from Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in</td> <td>Documents can be downloaded from 17:00 hrs. on 29-02-2024 to 16:00 hrs. on 15-04-2024 from Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in</td> </tr> <tr> <td>02.</td> <td>Date and time of submission of tender</td> <td>Online submission up till 16:00 hrs. on 10-04-2024 on Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in</td> <td>Online submission uptill 16:00 hrs. on 15-04-2024 on Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in</td> </tr> <tr> <td>03.</td> <td>Date and time of opening of tender</td> <td>On 12-04-2024 at 16:30 hrs. or as decided by the Maha-Metro at Procurement Section, 1st Floor, Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010</td> <td>On 16-04-2024 at 16:30 hrs. or as decided by the Maha-Metro at Procurement Section, 1st Floor, Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010</td> </tr> </tbody> </table>	S. No.	Event	As per Corrigendum-II	Revised as	01.	Document on Sale	Documents can be downloaded from 17:00 hrs. on 29-02-2024 to 16:00 hrs. on 10-04-2024 from Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in	Documents can be downloaded from 17:00 hrs. on 29-02-2024 to 16:00 hrs. on 15-04-2024 from Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in	02.	Date and time of submission of tender	Online submission up till 16:00 hrs. on 10-04-2024 on Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in	Online submission uptill 16:00 hrs. on 15-04-2024 on Maharashtra govt. E-Tender Portal i.e., https://mahatenders.gov.in	03.	Date and time of opening of tender	On 12-04-2024 at 16:30 hrs. or as decided by the Maha-Metro at Procurement Section, 1st Floor, Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010	On 16-04-2024 at 16:30 hrs. or as decided by the Maha-Metro at Procurement Section, 1st Floor, Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010
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13	Clause 2.19.4, Bullet Point No. 1 and 2 of the RFP Document – Volume I	Transport Vehicle: In various projects like PWD, BEST, MSEDCL, etc the department are using their own vehicle for supervision of project. Since project is in City Area, vehicle that is to be used exclusively for Metro project only with proper log book is not required and since there are	In accordance with Point No. 6 above.																





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
		plenty means available to visit site, providing vehicle to MAHAMETRO clause may be deleted.	
14	Point No. '10' of Annexure - 2: Scope of Work of RFP Document - Volume I	<p>Lease of Premise by sub-Lease Holder:</p> <p>As per the terms of the concession agreement Bidder has right to sub lease the buildup area constructed over the land, however sub lease holder has no right to further lease it to third party. Considering the market situation, investor who will be taking commercial space from the bidder on lease will be require to further sub lease the property to third party in various cases. It is also to be noted that tender is not on revenue sharing model and such Sub-leasing of the space will not affect the financial position</p>	<p>Accepted.</p> <p>The Clause shall be modified as follows –</p> <ol style="list-style-type: none">i. The Concessionaire / Selected Bidder) shall be entitled to sub-Lease the constructed built up space to any person or entity (the "Sub-Lessee"). Further leasing by a Sub- Lessee to sub-sub-lessee shall be permitted. Further leasing by a sub-sub-Lessee shall not be permitted.ii. The sub-Lease shall however be for the use of the built-up area, during the subsistence of the Concession Period only with a clear stipulation that all such sub-Lease granted shall terminate simultaneously with the termination of the Concession Agreement, including on sooner determination of the Concession Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Lessee shall specifically stipulate this covenant of termination of the rights of the Sub-Lessee, and further that such Sub-Lessee shall not have any claim or seek any compensation from Maha-Metro for such termination.



NAGPUR METRO



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
15	Clause 2.1.6 of RFP Document - Volume I	Discounting Factor to be Modified: As Per tender document Annual Rent is required to be discounted at 10%. However as per RBI norms, Rate of Interest is required to be applied at EBLR/RLLR for all facility to be provided by Banks, hence it is advisable that Metro should also change its discounting rate to SBI RBLR/RLLR for discounting factor.	Not Accepted. The condition in Bid Document shall prevail.
16	Point No. '5' of Annexure - 2: Scope of Work of RFP Document - Volume I	Residentially Use by the bidder: It is to be noted that residential use allowed on land as per UDPCR-20, however bidder is not allowed to use said land for residential use either partly or fully under any circumstances. It is advisable that same should be available as per UDPCR.	Accepted. The Usage of Project site shall be accordance with UDPCR-2020.
17	Clause 2.19.2 of RFP Document - Volume I	Payment of Future Annual Concession Payment in Single Payment: It is advisable to Metro Should provide option to make Payment of Future Annual Concession Payment in single payment (Post Completion of Construction) and accordingly various restriction such as Permission for Sub Leasing Constructed property, Novation of Agreement or dilution of the Equity should be relaxed.	The Payment of Future Annual Concession Fees in single payment shall be permitted, upto 95% of the Total Consideration to be paid by the Successful Bidder. The remaining 5% of the Total Consideration shall be paid in the form of Annual Concession Fees with escalation @ 20% every three years.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
18	Clause 2.19.2 of RFP Document - Volume I	We would like to seek timely clarification with regards to an eventuality whereby we pay the entire balance amount of annual concession fees duly discounted to current present value at one go. Under such condition what impact it would have on various aspect of tender condition, few of which are described below	<p>The Payment of Future Annual Concession Fees in single payment shall be permitted, up-to 95% of the Total Consideration to be paid by the Successful Bidder.</p> <p>The remaining 5% of the Total Consideration shall be paid in the form of Annual Concession Fees with escalation @ 20% every three years.</p>
i.	Clause 2.2.12 and 2.2.13 of the RFP Document – Volume I.	Novation Fees: As per tender document bidder is required to pay 10% of ASR value at the time of transfer of Concession Agreement to third party during the concession agreement tenure however in case of Single payment made by the bidder such novation fees should not levied	The provisions of Novation and Novation Payment shall be applicable as the One-time payment shall be permitted only upto 95% of Total Consideration to be paid to Maha-Metro.
ii	Clause 2.2.12 and 2.2.13 of the RFP Document – Volume I.	Novation Condition: As Per Tender document in order to protect interest of Maha Metro, bidder is required to fulfill technical qualification for upcoming transferee in case of	The provisions of Novation and Novation Payment shall be applicable as the One-time payment shall be permitted only up-to 95% of Total Consideration to be paid to Maha-Metro.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
		novation however in case of single payment such condition become irrelevant.	
iii.	Point No. '10' of Annexure - 2: Scope of Work of RFP Document - Volume I	Sublease of area constructed on said land: As Per Tender Documents bidder is required to take NOC from Maha Metro in case of Sublease of area constructed on said land, at various point in order to protect interest of Maha Metro however in case of Single payment such condition become irrelevant.	The provisions shall be applicable as the One-time payment shall be permitted only upto 95% of Total Consideration to be paid to Maha-Metro.
iv.	Clause 2.20.4 of the RFP Document – Volume I.	Security Deposit and Bank Guarantee : In order to protect interest of the Maha Metro bidder is required to provide Bank Guarantee for construction period and Security deposit for balance concession agreement period in order to protect maha metro from default in annual concession fees, however in case of single payment to Maha Metro such security deposit and Bank Guarantee become irrelevant.	The provisions shall be applicable as the One-time payment shall be permitted only upto 95% of Total Consideration to be paid to Maha-Metro. The provisions shall be applicable for the Balance Payment / remaining consideration to paid to Maha-Metro.
v.	Point No. '3' of Annexure - 2: Scope of Work of RFP Document - Volume I	Construction Period: In Order to protect total receivable from the project during concession agreement period, Maha Metro has	The provisions shall be applicable as the One-time payment shall be permitted only upto 95% of Total Consideration to be paid to Maha-Metro.





MAHARASHTRA METRO RAIL CORPORATION LIMITED

Sr. No.	Document Clause Number	Queries Raised	Maha-Metro's Reply
		provided time lime for completion of construction as Annual Concession fees started post completion of construction only, however in case of single Payment such condition will become irrelevant.	
vi.	Clause 2.20.2 of RFP Document – Volume I.	Minimum Paid Up Capital for SPC : In Order to protect Maha-Metro interest, tender document contain minimum capital requirement for SPC however in case of Single Payment transaction such condition should be removed	Not Accepted. The condition in the Bid Document shall prevail.
vii.	Article 27 of Volume II – Draft Concession Agreement.	Compensation: In case of cancellation of concession agreement Maha Metro will be paying amount equal to lower of a) Book Value b) 90% of Debt Due c) Total Project Cost however in case of Single payment bidder should be compensated with total Project Cost (Including Payment made to Maha Metro and Interest)	Not Accepted. The condition in the Bid Document shall prevail.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

The Corrigendum – III (Part 'A') 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 changes will be modified in the Draft Concession Agreement. The revised Draft Concession Agreement for the project (Part 'B' of the Corrigendum-III), shall be uploaded shortly.

Date: 01-04-2024



[Handwritten Signature]
01/04/2024

**General Manager/Town Planning
Maharashtra Metro Rail Corporation Limited
Nagpur**