

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED

(A Government of Maharashtra PSU)

NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051

<https://mmrda.maharashtra.gov.in>

Addendum No. 01 (Revised Clauses of the RFP)

Addendum to e-tender Ref. No. MMMOCL/NFBR/RFP/02

Licensing of Spaces at Mumbai Metro Line 2A & 7 Stations for Retail & Other Commercial Uses

SN	CLAUSE NO	PAGE #	EXISTING TENDER CLAUSE	MODIFIED TENDER CLAUSE
1	Clause 6.3, Section 10, Annexure 3 & Annexure 5	Page 16, 33, 85, 89	Financial Eligibility Criteria: Minimum average annual turnover of Rs 1 Crore in the preceding three financial years (audited financial statements for preceding three financial years FY 17-18, FY 18-19, FY 19-20) Firms to have positive net worth as of 31 Mar 2020	- Turnover criteria shall apply to either FY17-18, FY18-19, FY19-20 OR FY18-19, FY19-20, FY20-21 - Net worth criteria stands deleted - Annexure 3: Application Letter & Annexure 5: Statutory Auditor Certificate to be edited accordingly by the bidders at the time of submission
2	Clause 6.3, Section 10	Page 16, 33	Consortium or JV not permitted however, Selected Bidder can form a Special Purpose Vehicle (SPV) after winning the Bid and induct another shareholder so long as the Selected Bidder holds at least 51% in the SPV	- JV or Consortium of maximum 2 members permitted provided that each of the initial members hold at least 26% stake at the time of submitting the bid till the expiry of the lock-in period as prescribed - Bidding consortium is required to submit a Joint Bidding Agreement and a Power of Attorney by the non-lead member in favour of the lead member as per the format enclosed
3	Section 10	Page 35	Bidding Entity shall apply for minimum 10 units of Kiosks of any size, while there is no such minimum for Blocks	Bidding Entity shall apply for minimum 10 units of Kiosks of any size, while there is no such minimum for Blocks. It is further clarified that the minimum 10 kiosk units criteria shall not apply for those bidding for Blocks with few Kiosks.
4	Section 10, Annexure 1 (Draft License Agreement (DLA))	Page 34, 67	Payment Terms: - Invoice shall be raised by 5th of the month payable by 20th of the same month	Payment Terms: - Invoice shall be raised by 1st of the month payable by 15th of the same month

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5	Section 10, Annexure 1 (DLA)	Page 32, 66	Pre-Commencement Period: 60 days prior to Commissioning of Metro for installation of fixtures; no License Fee payable for this period	Pre-Commencement Period: - 90 days prior to Commissioning of Metro for installation of fixtures; no License Fee payable for this period - The licensee is required to submit the commercial plan within 3 weeks of award of contract and MMMOCL shall approve/provide remarks within one week of the receipt of the commercial plan. - The licensee is thereafter required to submit the revised plan incorporating the remarks within one week of the receipt of the remarks and MMMOCL shall provide final approval within one week of the receipt of the revised plan. - Thereafter, the licensee shall undertake installation within a period of 6 weeks. - In exceptional cases, where licensee is unable to complete the installation within the prescribed period of 90 days, the licensee is expected to make a representation to MMMOCL in writing seeking approval for extension of pre-commissioning period which the authority will consider on a case-to-case basis provided the extension is justified.
6	Section 10	32	Bid Parameter – Rental per sqft per month for interested units Notice Period - 6 months notice period for termination after Lock-In Period	Bid Parameter – Rent per month for interested units (e.g. Rs. 50,000 per month for Unit 1A at Station X) Notice Period for termination by the Licensee - 6 months notice period for termination after Lock-In Period; for e.g. if start date is 1-Jan-22 and lock-in period expires on 31-Dec-22, then termination notice to be served by the Licensee on 1-Jul-22 if the Licensee wants the effective date of termination to be 31-Dec-22.
	Section 10, DLA	34, 67	Payment Terms: Quarterly License Fee shall be calculated as per the rental per sqft per month quoted in the Financial Bid	Payment Terms: License Fee shall be calculated as per the rent per month quoted in the Financial Bid
	Section 10	35	Bid Input: Financial Bid shall be quoted as rental per sqft per month for the first year of the License Agreement for the selected units	Bid Input: Financial Bid shall be quoted as rent per month for the first year of the License Agreement for the selected units
	Section 10	35	All units have been numbered in the Financial Bid Excel for which Bidding Entities can submit their Financial Bid; Bidding Entity shall bid the rental (Rs per sqft per month) for the units it is interested in	All units have been numbered in the Financial Bid Excel for which Bidding Entities can submit their Financial Bid; Bidding Entity shall bid the rental (Rs per month) for the units it is interested in

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	Clause 13.1.11	44	The Financial Bid should be submitted clearly indicating the average rental per sqft per month in both figures and words, in Indian Rupees; In the event of any difference between figures and words, the amount indicated in words shall be considered	The Financial Bid should be submitted clearly indicating the rental per month per unit in both figures and words, in Indian Rupees; In the event of any difference between figures and words, the amount indicated in words shall be considered

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7	Section 8	Page 19, 21	Typical Station Commercial Layout: Tables for total area calculation for Line 2A and 7	<p>Calculation error corrected, updated tables given below:</p> <p>Line 2A</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Unit</th> <th>Depth (m)</th> <th>Width (m)</th> <th>Area (sqm)</th> <th>Depth (ft)</th> <th>Width (ft)</th> <th>Area (sqft)</th> <th>Units (no.)</th> <th>Total Area (sqft)</th> </tr> </thead> <tbody> <tr> <td colspan="10">LINE 2A - typical station</td> </tr> <tr> <td>1</td> <td>Kiosk Small</td> <td>1.5</td> <td>1.6</td> <td>2.4</td> <td>4.9</td> <td>5.2</td> <td>26</td> <td>2</td> <td>52</td> </tr> <tr> <td>2</td> <td>Kiosk Medium</td> <td>3.0</td> <td>1.5</td> <td>4.5</td> <td>9.8</td> <td>4.9</td> <td>48</td> <td>4</td> <td>192</td> </tr> <tr> <td>3</td> <td>Kiosk Large</td> <td>3.0</td> <td>3.0</td> <td>9.0</td> <td>9.8</td> <td>9.8</td> <td>97</td> <td>4</td> <td>388</td> </tr> <tr> <td>4</td> <td>Block Small</td> <td></td> <td></td> <td>220</td> <td></td> <td></td> <td>2,368</td> <td>1</td> <td>2,368</td> </tr> <tr> <td colspan="9">Total Area</td> <td>3,000</td> </tr> </tbody> </table> <p>Line 7</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Unit</th> <th>Depth (m)</th> <th>Width (m)</th> <th>Area (sqm)</th> <th>Depth (ft)</th> <th>Width (ft)</th> <th>Area (sqft)</th> <th>Units (no.)</th> <th>Total Area (sqft)</th> </tr> </thead> <tbody> <tr> <td colspan="10">LINE 7 - typical station</td> </tr> <tr> <td>1</td> <td>Kiosk Small</td> <td>1.5</td> <td>1.6</td> <td>2.4</td> <td>4.9</td> <td>5.2</td> <td>26</td> <td>2</td> <td>52</td> </tr> <tr> <td>2</td> <td>Kiosk Medium</td> <td>2.5</td> <td>1.5</td> <td>3.8</td> <td>8.2</td> <td>4.9</td> <td>40</td> <td>4</td> <td>160</td> </tr> <tr> <td>3</td> <td>Kiosk Large</td> <td>2.5</td> <td>3.0</td> <td>7.5</td> <td>8.2</td> <td>9.8</td> <td>81</td> <td>10</td> <td>810</td> </tr> <tr> <td>4</td> <td>Block Small</td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td colspan="9">Total Area</td> <td>1,022</td> </tr> </tbody> </table>	SN	Unit	Depth (m)	Width (m)	Area (sqm)	Depth (ft)	Width (ft)	Area (sqft)	Units (no.)	Total Area (sqft)	LINE 2A - typical station										1	Kiosk Small	1.5	1.6	2.4	4.9	5.2	26	2	52	2	Kiosk Medium	3.0	1.5	4.5	9.8	4.9	48	4	192	3	Kiosk Large	3.0	3.0	9.0	9.8	9.8	97	4	388	4	Block Small			220			2,368	1	2,368	Total Area									3,000	SN	Unit	Depth (m)	Width (m)	Area (sqm)	Depth (ft)	Width (ft)	Area (sqft)	Units (no.)	Total Area (sqft)	LINE 7 - typical station										1	Kiosk Small	1.5	1.6	2.4	4.9	5.2	26	2	52	2	Kiosk Medium	2.5	1.5	3.8	8.2	4.9	40	4	160	3	Kiosk Large	2.5	3.0	7.5	8.2	9.8	81	10	810	4	Block Small			-			-	-	-	Total Area									1,022
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8	-	-	Financial Bid Excel	Bidders to upload the updated excel which has been modified to allow category input against each unit; revised excel format enclosed																																																																																																																																												

For any additional information and assistance for uploading or downloading the e-Tender, please contact MMRDA's e-tendering service desk at: etenderhelp@mailmmrda.maharashtra.gov.in, 022-26597445, 8169465656, 8879656009

Date: June 17, 2021
Place: Mumbai

Sd/-
Director (Finance)
MMMOCL