

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY Bandra-Kurla Complex, Bandra (East), Mumbai-51. Tel: 26591236/4078.

Website: http://www.mmrda.maharashtra.gov.in

(Corrigendum - 7 dated 07/02/2025)

STANDARD SET OF DEVIATIONS – 1 (Residential Plot Tender)

(To be an Integral Part of e-Tender)

Name of Tender	:	Lease of Commercial & Residential Plots from 'G' Block of Bandra-Kurla Complex, Mumbai for 80 years.
Division	:	Town & Country Planning Division
		plot no. R-1.7 :- TCP P2/ BKC/ Misc./ 1540/ 2024/ R1.7
Tender Reference No.	:	plot no. R-1.5 :- TCP P2/ BKC/ Misc./ 1540/ 2024/ R1.5 plot no. R-1.6 :- TCP P2/ BKC/ Misc./ 1540/ 2024/ R1.6

Note: This Standard Set of Deviations – 1 is issued with the approval of Competent Authority, taking into consideration all queries received till date.

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
	<u> </u>	Floor Space Index (FSI)	
1	Tender Clause No. 3.1 Offer from MMRDA Page No.38	MMRDA intends to lease for a term of 80 years, a Residential Plots located in G Block of Bandra-Kurla Complex (BKC), for Residential use as mentioned in section 3.3 to the Eligible Bidders (Refer Eligibility Criteria section 4.7).	MMRDA intends to lease for a term of 80 years, a Residential Plots located in G Block of Bandra-Kurla Complex (BKC), for Residential use as mentioned in section 3.2 & 3.3 to the Eligible Bidders (Refer Eligibility Criteria section 4.7).
2	Tender Clause No. 3.2.c. Particulars of Land Page No.38	c. Additional Built Up Area - MMRDA on written request of the lessee shall consider to grant Additional Built-Up Area over and above the permissible Built-Up Area mentioned above as per Government of Maharashtra Notification dated 19 th July 2024 enclosed as Annexure-O at section 10.5, as amended from time to time.	No change Refer Clause 3.1, 3.2, 3.3
		Development Control Regulation	
3	Tender Clause No. 3.9 Development Controls Page No. 40	The proposed Residential development on the plots mentioned in the tender shall conform to the MMRDA Bandra-Kurla Notified Area Development Control Regulations, 1979 (as amended on time to time) is enclosed as Annexure-B at section 5.2 and MCGM DCPR – 2034 (as amended from time to time).	No change Refer Clause 3.9

S.No.	Clause No.	Clause as appearing in the published tender Clause	Clarification/ Revised Clause		
4	Page No. Clause No. 5.2 Annexure – B: BKC Notified Area Development Control Regulations, 1979 Section 4 General Aspect Point No.(ii) Page No.86	as follows, that is to say: as follows, that is	(for the purpose of development shall be to say: USER		
		Applicability of GST			
5	Tender Clause No. 3.11 Taxes Page No. 41	a. The Lessee shall pay all municipal taxes, premium, rates, charges including NA Assessment, etc. during construction and thereafter. Municipal taxes are applicable from the date of execution of the lease deed. b. The provisions of GST are not attracted to the lease of plots under reference. If applicable; it shall be the responsibility of MMRDA. Presently, Bidder shall not consider GST in its offer to MMRDA.			

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
	r age No.	EMD & Bank Guarantee	
6	Tender Clause No. 4.2. Earnest Money Deposit S.No.9 Page No.47- 48	If the offer of bidder is not accepted by MMRDA for reasons not attributed to bidder MMRDA shall refund the EMD without interest.	No change Refer Clause 4.2. S.No. 9
7	Tender Clause No. 4.3. Validity of the Offer & Earnest Money Deposit (EMD) Page No.48	The offer shall remain valid for acceptance by the MMRDA for a period of 06 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. 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.	The offer shall remain valid for acceptance by the MMRDA for a period of 06 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 within 90days from the receipt of request. The EMD of the Unsuccessful Bidder in Envelope C will be refunded within 180 days after the e-Tender process is completed. 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.

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
		Evaluation Process	
() E F	Tender Clause No.4.11 Evaluation Process Page No. 61	 a. MMRDA shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders. The decision of the Bid Evaluation Committee in the evaluation of responses to the tender shall be recommended to the Competent Authority for approval. b. The BEC shall submit its decision to the Competent Authority whose decision shall be final and binding upon the Bidders. c. The Bidders who qualify on e-Envelope A shall be considered for evaluation of e-Envelope B. d. The Bidders who qualify in evaluation of e-Envelope B shall be eligible for evaluation of e-Envelope C. e. Amongst the Bidders who are considered eligible for e-Envelope C, the Bidder with the highest bid shall be the preferred Bidder and will be awarded the Plot on Lease; if found successful after all compliances as per the tender and subject to final approval of the Competent Authority. f. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof. g. In case of Single Bid response, MMRDA reserves the right to accept or reject the bid on approval of Competent Authority. 	 a. MMRDA shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders. The decision of the Bid Evaluation Committee in the evaluation of responses to the tender shall be recommended to the Competent Authority for approval. b. The BEC shall submit its decision to the Competent Authority whose decision shall be final and binding upon the Bidders. c. The Bidders who qualify on e-Envelope A shall be considered for evaluation of e-Envelope B. d. The Bidders who qualify in evaluation of e-Envelope B shall be eligible for evaluation of e-Envelope C. e. Amongst the Bidders who are considered eligible for e-Envelope C, the Bidder with the highest bid shall be the preferred Bidder and will be awarded the Plot on Lease; if found successful after all compliances as per the tender and subject to final approval of the Competent Authority. f. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof. g. In case of Single Bid response, MMRDA reserves the right to accept or reject the bid on approval of Competent Authority. h. After opening of Envelope-C, incase identical bids are received from two or more bidders, MMRDA shall conduct an open e-Auction between bidders who are tied for the highest bid.

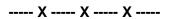
S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause		
	Possession of plot				
9	Tender Clause No.4.14 Award of Plot Page No. 62	Clause No.4.14 Award of Plot a. The Offer Letter for Allotment shall be issued after the tendering process is complete and after approval of Competent Authority. After the full payment is made, lease deed shall be executed and possession of the plot shall be granted.	No change Refer Clause 4.14.		
		Building Plan Approvals			
10	Tender Clause No. 4.14 Award of Plot Page No. 62 AND Clause No. 4.16 Signing of Lease Deed Page No. 62	 Clause 4.14 Award of Plot a. The Offer Letter for Allotment shall be issued after the tendering process is complete and after approval of Competent Authority. After the full payment is made, lease deed shall be executed and possession of the plot shall be granted. AND Clause 4.16 Signing of Lease Deed Once MMRDA notifies the successful Bidder that its proposal has been accepted, MMRDA shall enter into a Lease Deed (as per Form-D of MMRDA's Land Disposal Regulations, 1977 enclosed in this Tender at section 5.1), incorporating the conditions of the tender. 	No change Refer Clause 4.14, 4.16 and 5.1 Form D		
		Applicable Taxes & Other Payments			
11	Tender Clause No. 4.18 Payment of Other Charges	In addition to the premium payable by the allottee, the following charges will have to be paid separately: a. Legal documentation charges. b. Stamp Duty leviable on each document under the Bombay Stamp Act, 1958.	No change Refer Clause 4.18		

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
	Page No. 62	 c. Charges for the registration of any document under the Indian Registration Act. d. 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. e. Charges payable to the Municipal Corporation of Greater Mumbai for application to obtain supply of water etc. f. Municipal taxes, non-agricultural assessment and any other taxes leviable on the tendered plot will also be paid by the Lessee. g. 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. h. The land revenue and cess assessed or which may be assessed on the said land. i. 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. 	
		Extension of Bid Closing Date	
12	Tender Clause No.4.21 Schedule of Offer Page No. 64	Clause No.4.21 Schedule of Offer S.No. 5 – Tender Closing – 18/09/2024, 17:00hrs (IST) As per Corrigendum – 6 dated 17/01/2025 Tender Closing – 18/02/2025, 18:00hrs (IST)	Bidders are requested to frequently check Mahatender Portal and MMRDA website for updates.

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
		Delay in Construction	
13	Tender Clause No. 5.1 Annexure-A MMRDA's Land Disposal Regulation FORM D, Para 2(e) Page No. 79	Refer Tender Document	No change Refer Clause 5.1, FORM D, para 2(e)
		Signing of Lease Agreement	
14	Tender Clause No. 5.1 Annexure-A MMRDA's Land Disposal Regulation FORM D, Para 3(q) Page No. 83	(q) Change in status of the Lessee: No change in the proprietary or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is leased shall be recognized without the previous written consent of the Metropolitan Commissioner.	
		Additional Built Up Area	
15	Tender Clause No. 3.2. Particulars of Land S.No. c Page No. 38	c. Additional Built Up Area - MMRDA on written request of the lessee shall consider to grant Additional Built-Up Area over and above the permissible Built-Up Area mentioned above as per Government of Maharashtra Notification dated 19 th July 2024 enclosed as Annexure- O at section 10.5, as amended from time to time.	

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
16	Tender Clause No. 5.1 Annexure-A MMRDA's Land Disposal Regulation FORM D, Lease Deed Para 2(d) Page No. 79	(d) <i>Time limits for commencement and completion of construction work:</i> That the Lessee shall within three months from the receipt of approval of his plans and specifications of building or buildings intended to be erected on the land, commence and within a period of six years from the date of this lease at his own expense and in a substantial and workman-like manner and with the sound materials and in compliance with the said Development Control Regulations and Building Regulations and all Municipal Rules, bye-laws and Regulations applicable hereto and in strict accordance with the approved plans, elevations, sections, specifications and details, to the satisfactions of the Metropolitan Commissioner and confirming to the building lines marked on the plan hereto annexed, and the Development Control Regulations and Building Regulations, build and completely finish, fit for occupation a building to be used as building with all requisite drains and other proper convenience thereto.	Refer Clause 5.1.
47	Tandan	Plot related	No observe
17	Tender Clause No.3.2.a. Particulars of Land Page No.38	Clause No.3.2. Particulars of Land 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-Up Area. (No fungible FSI is permitted for these plots)	No change Refer Clause 3.2 S.no.a.
18	Tender Clause No. 3.6. Architectural and Other	a. The proposed Residential development shall confirm to the MMRDA Bandra-Kurla Notified Area Development Control Regulations, 1979, (as amended time to time) including Architectural Controls as specified, to be read with MCGM's DCPR 2034 approved by Govt. (as	a. The proposed Residential development shall confirm to the MMRDA Bandra-Kurla Notified Area Development Control Regulations, 1979, (as amended time to time) including Architectural Controls as specified, to be read with MCGM's DCPR 2034 approved by Govt. (as

S.No.	Clause No. Page No.	Clause as appearing in the published tender	Clarification/ Revised Clause
	Controls Page No.39- 40	 amended time to time). b. The maximum permissible built up area of the plot will be as specified in the section 3.2 above in accordance with the architectural & other controls and urban form for that plot as specified by the MMRDA. c. The maximum permissible height of the building shall be subject to limitations, if any, set out from time to time by the Civil Aviation Department of Government of India. d. The successful Bidder will have to obtain Environment Impact Assessment Clearance from Competent Authority. All the plots in this tender are free of CRZ restrictions. e. Subject to these controls and the MMRDA Bandra-Kurla Notified Area Development Control Regulations, 1979, the provisions of the Brihan Mumbai Municipal Corporation Act, 1888, the bye-laws and regulations made there under, including DCPR 2034, and any directives issued by Statutory Authority from time to time, the lessee will have full discretion to organize inner spaces, both horizontally and vertically, as desired. f. All Architectural controls guidelines are provided in Annexure-D at section 5.4. 	 amended time to time). b. The maximum permissible built up area of the plot will be as specified in the section 3.2 above in accordance with the architectural & other controls and urban form for that plot as specified by the MMRDA. c. The maximum permissible height of the building shall be subject to limitations, if any, set out from time to time by the Civil Aviation Department of Government of India. d. The successful Bidder will have to obtain Environment Impact Assessment Clearance from Competent Authority. All the plots in this tender are free of CRZ restrictions. e. Subject to these controls and the MMRDA Bandra-Kurla Notified Area Development Control Regulations, 1979, the provisions of the Brihan Mumbai Municipal Corporation Act, 1888, the bye-laws and regulations made there under, including DCPR 2034, and any directives issued by Statutory Authority from time to time, the lessee will have full discretion to organize inner spaces, both horizontally and vertically, as desired. f. In the Architectural controls guidelines provided in Annexure-D at Section 5.4; the point no. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 14(a) are not applicable and point no. 13, 14(b), 14(c), 14(d), 14(e), 14(f) & 14(g) are applicable.
		General	
19	General	General	All the tendered plots have clear title with no litigations, as all the plots are owned by MMRDA.



SITE VISIT REPORT

for

Lease of 4 Commercial (i.e. C37, C13, C19, C80) & 3 Residential (i.e. R1.5, R1.6, R1.7) Plots from 'G' Block of Bandra-Kurla Complex for 80 years.

Site Visit Dated: 12th August 2024

Tender File No.: TCP(P-2) BKC/MISC/1540/2024



Site Visit Report:

Pre-Bid Site Visit for Lease of Commercial & Residential Plots from 'G' Block of Bandra-Kurla Complex for 80 years.

Tender File No. : TCP(P-2) BKC/MISC/1540/2024

Date of Visit : 12th August 2024

Location : G-Block, Bandra Kurla Complex, Bandra East, Mumbai.

Introduction:

The site visit was organized by Town & Country Planning Division, MMRDA to provide a detailed insight about the commercial plots (i.e. C37, C13, C19, C80) & residential (i.e. R1.5, R1.6, R1.7) plots which will be available to Successful Bidders for development of building on the respective plots in G-Block of Bandra Kurla Complex.

The purpose of the visit was to give the prospective Bidders an actual understanding of all the plots with respect to their location, dimensions, existing onsite conditions and existing situation.

The site visit was attended by representatives of prospective bidding companies alongwith officers of MMRDA.

Site Visit:

The site visit began with a brief overview of the G-Block of BKC. Subsequently, Mr. Ankit Das (Planner, T&CP Div., MMRDA) alongwith Mr. Dinesh Tandel (Head Surveyor, Land Cell, MMRDA) and the prospective Bidders made a site visit to Plot No. C-37, C-13, C-19, C-80 commercial plots & Plot No. R1.5, R1.6, R1.7 residential plots in G-Block of BKC, Bandra East, Mumbai.

The officers of MMRDA provided a detailed explanation of the plot location, plot area and plot boundaries of each plot. The officers of MMRDA also highlighted that Plot C13, R1.5, R1.6, R1.7 is being currently used for temporary parking and the same will be discontinued before possession of plot is handed over to the Bidders as per the tender conditions.

Overall, the site visit provided a clear understanding of all the 4 Commercial and 3 Residential Plots. All the bidders were satisfied with the plots and site visit ingeneral.

Photograph of Site Visit dated 12/08/2024:

Commercial Plots:



Plot No. C13



Plot No. C80





Residential Plots:





MINUTES OF MEETING OF THE PRE-BID MEEING

for

Lease of 4 Commercial (i.e. C37, C13, C19, C80) & 3 Residential (i.e. R1.5, R1.6, R1.7) Plots from 'G' Block of Bandra-Kurla Complex for 80 years.

Pre-Bid Meeting Dated: 14th August 2024

Tender File No.: TCP(P-2) BKC/MISC/1540/2024



Sub: Minutes of Pre-Bid Meeting for Lease of Commercial & Residential Plots from 'G' Block of Bandra-Kurla Complex for 80 years.

Tender Ref. No.:

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plot no. C-37 :- TCP P2/BKC/ Misc./ 1540/ 2024/ C37 plot no. C-13 :- TCP P2/BKC/ Misc./ 1540/ 2024/ C13 plot no. C-19 :- TCP P2/BKC/ Misc./ 1540/ 2024/ C19 plot no. C-80 :- TCP P2/BKC/ Misc./ 1540/ 2024/ C80 plot no. R-1.5 :- TCP P2/BKC/ Misc./ 1540/ 2024/ R1.5 plot no. R-1.6 :- TCP P2/BKC/ Misc./ 1540/ 2024/ R1.6 plot no. R-1.7 :- TCP P2/ BKC/ Misc./ 1540/ 2024/ R1.7
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- Pre-Bid Meeting regarding Lease of 4 Commercial Plots (i.e. plot no. C37, C13, C19, C80) & 3 Residential Plots (i.e. plot no. R1.5, R1.6, R1.7) from 'G' Block of Bandra-Kurla Complex for 80 years through e-tendering; was held on 14/08/2024 at 03.00 PM in 4th Floor Committee Room, New MMRDA Building, Bandra-Kurla Complex, Mumbai as well as through Video Conference.
- 2. The meeting was held to discuss queries raised by the prospective Bidders and their corresponding responses or suggestions. The meeting was attended by the representatives of prospective Bidders' and concerned officials of MMRDA.
- 3. At the outset, officials from MMRDA welcomed all the participants/ prospective Bidders' and briefed them about MMRDA's views with respect to leasing of the plots under reference. Subsequently, MMRDA made a detailed presentation on BKC and Plot Tender Highlights. Further, the bid submission/ bidding process/ eligibility criteria/ evaluation/ reserve rate and reserve price were explained to the participants in details.
- 4. Following to the above, each prospective Bidder was requested to put forth their queries and suggestions. MMRDA officials addressed to their queries pertaining to the Tender Documents.

P.T.O.

5. The gist of queries discussed during the meeting are as below:

SNo.	Gist of Queries	Clarifications
		provided
1.	Regarding - Eligibility Criteria having option of Joint Venture/	• MMRDA
	Consortium (i.e. maximum 3 members - Lead + 1partner+	officials
	2partner).	Noted all
2.	Regarding - Payment terms - 25% of the Premium shall be paid	the queries
	within two months from the date of offer letter and balance 75% of	and
	the Premium shall be paid within next 10 months in equal	informed
	instalments thereafter.	that the
3.	Regarding - 100% sub-letting of the premises.	clarifications
4.	Regarding - Applicability of Transfer Charges while sub-leasing the	will be
	premises.	uploaded
5.	Regarding - No combined plot bidding allowed. Each plot has to bid	on
	separately.	Mahatender
6.	Regarding - Construction of compound walls.	Portal with
7.	Regarding - Applicability of GST to the Reserve Price.	the approval
8.	Regarding - Applicability of GST to Additional Built Up Area.	of
9.	Regarding - Plot No. C13, R1.5, R1.6, R1.7 currently being used for	Competent
	parking.	Authority.
10.	Regarding - Access to Plot C-19 from the existing abutting roads	II.
	situated on the three sides of the plot boundary.	• It was
	Regarding - Permissible user in commercial	informed to
12	Regarding - Any preference/ Concessions in leasing of plots to	the
	Government/ Semi-Government Bodies.	prospective
	Regarding - Civil Aviation Height restrictions to the plots.	Bidders to
14.	Regarding - Development of road connectivity below the BKC	share the
	Connector.	query to MMRDA
	Regarding - Traffic Congestion issues in G Block of BKC.	formally via
16	Last Date of submission of queries	email, on
	Last date of submission of queries was decided as 19/08/2024.	the email
	Bidders were requested to submit their queries via email on the	IDs as
	following email IDs:	mentioned
	Commercial plots – bkccommercialplots@mailmmrda.maharashtra.gov.in	in the
	Residential plots – bkcresidentialplots@mailmmrda.maharashtra.gov.in	tender
		booklet.

The Meeting ended with Thanks to the Chair.

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