



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY  
Bandra-Kurla Complex, Bandra (East), Mumbai-51. Tel: 26591236/4078.  
Website: <http://www.mmrda.maharashtra.gov.in>

(Corrigendum – 4 dated 08/02/2025)

## STANDARD SET OF DEVIATIONS – 1

### Recreation Ground Plot No. RG23B+Hills+RG6 Tender

(To be an Integral Part of e-Tender)

|   |   |   |
|---|---|---|
| <b>Tender Reference No.</b>   | : | TCP P2/ BKC/ Misc./ 1536/ RG23B/ 24   |
| <b>Division</b>   | : | Town & Country Planning Division  |
| <b>Name of Tender</b>   | : | <b>E-Tender for Lease of Recreation Ground having Plot No. RG23B+Hills+RG6 in G-Block of Bandra-Kurla Complex for 80 years.</b> |
| Note: This Standard Set of Deviations – 1 is issued with the approval of Competent Authority, taking into consideration all queries received till date. |   |   |

P.T.O.

| S.No.                      | Clause No.<br>Page No.   | Clause as appearing in the published tender  | Clarification/ Revised Clause |             |                |    |  |   |    |  |  |   |
|----------------------------|--|--|-------------------------------|-------------|----------------|----|--|---|----|--|--|---|
| <b>Brief Scope of Work</b> |  |  |                               |             |                |    |  |   |    |  |  |   |
| 1                          | Clause No. 3.13.1.(g)<br><b>Scope of Work in Plot No. RG23B (g)</b><br>Page No.38  | <p><b>(g) Signing of MOU between the Bidder and Helicopter and Helipad Service Provider –</b></p> <p>The Bidder shall sign a Memorandum of Understanding (MOU) with the Helicopter and Helipad Service Provider/ Operator and submit the same to MMRDA; as a part of Bid document alongwith the bid submission. The Helicopter and Helipad Service Provider shall have the following experiences/ expertise and shall submit the following documentary proofs:</p> <p style="text-align: center;">Table 3.4:</p> <table border="1" data-bbox="443 699 1240 1391"> <thead> <tr> <th data-bbox="443 699 526 724">SNo.</th> <th data-bbox="526 699 875 724">Particulars</th> <th data-bbox="875 699 1240 724">Document Proof</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 724 526 1251">1.</td> <td data-bbox="526 724 875 1251">The Successful Bidder shall Sign a Memorandum of Understanding with a Service Provider having proven track record of Helipad Services and shall have an experience in <b>Operations and Maintenance of atleast 1 (one) Helipad, in Urban Built Form (City/ Metropolitan Area)</b>, for a minimum of 5 (five) years in last 10 (ten) years, prior to the last date of submission of bid.</td> <td data-bbox="875 724 1240 1251"> <ul style="list-style-type: none"> <li>● Work Order/ License/ Permission + Log Book and Other Supporting documents to substantiate the experience <b>(Refer Form B.3.1 at Section 8.3)</b></li> <li>● In case the Bidder quotes its Associate's experience or Service Provider's experience, the Bidder shall submit a Joint Relationship Agreement / MoU duly signed by the Bidder and its Associate Or a Documentary proof as defined in Indian Accounting Standard (Ind AS) 28 <b>(Refer Form B.4 for Draft MoU at Section 8.4)</b></li> </ul> </td> </tr> <tr> <td data-bbox="443 1251 526 1391">2.</td> <td data-bbox="526 1251 875 1391">The Successful Bidder shall Sign a Memorandum of Understanding with a Service Provider shall have an experience in <b>Operations and</b></td> <td data-bbox="875 1251 1240 1391"> <ul style="list-style-type: none"> <li>● Work Order/ License/ Permission + Log Book and Other Supporting documents to substantiate the experience</li> </ul> </td> </tr> </tbody> </table> | SNo.                          | Particulars | Document Proof | 1. | The Successful Bidder shall Sign a Memorandum of Understanding with a Service Provider having proven track record of Helipad Services and shall have an experience in <b>Operations and Maintenance of atleast 1 (one) Helipad, in Urban Built Form (City/ Metropolitan Area)</b> , for a minimum of 5 (five) years in last 10 (ten) years, prior to the last date of submission of bid. | <ul style="list-style-type: none"> <li>● Work Order/ License/ Permission + Log Book and Other Supporting documents to substantiate the experience <b>(Refer Form B.3.1 at Section 8.3)</b></li> <li>● In case the Bidder quotes its Associate's experience or Service Provider's experience, the Bidder shall submit a Joint Relationship Agreement / MoU duly signed by the Bidder and its Associate Or a Documentary proof as defined in Indian Accounting Standard (Ind AS) 28 <b>(Refer Form B.4 for Draft MoU at Section 8.4)</b></li> </ul> | 2. | The Successful Bidder shall Sign a Memorandum of Understanding with a Service Provider shall have an experience in <b>Operations and</b> | <ul style="list-style-type: none"> <li>● Work Order/ License/ Permission + Log Book and Other Supporting documents to substantiate the experience</li> </ul> | <p><b>No Change</b><br/>Refer Clause No. 3.13.1.(g)</p> |
| SNo.                       | Particulars  | Document Proof   |                               |             |                |    |  |   |    |  |  |   |
| 1.                         | The Successful Bidder shall Sign a Memorandum of Understanding with a Service Provider having proven track record of Helipad Services and shall have an experience in <b>Operations and Maintenance of atleast 1 (one) Helipad, in Urban Built Form (City/ Metropolitan Area)</b> , for a minimum of 5 (five) years in last 10 (ten) years, prior to the last date of submission of bid. | <ul style="list-style-type: none"> <li>● Work Order/ License/ Permission + Log Book and Other Supporting documents to substantiate the experience <b>(Refer Form B.3.1 at Section 8.3)</b></li> <li>● In case the Bidder quotes its Associate's experience or Service Provider's experience, the Bidder shall submit a Joint Relationship Agreement / MoU duly signed by the Bidder and its Associate Or a Documentary proof as defined in Indian Accounting Standard (Ind AS) 28 <b>(Refer Form B.4 for Draft MoU at Section 8.4)</b></li> </ul>  |                               |             |                |    |  |   |    |  |  |   |
| 2.                         | The Successful Bidder shall Sign a Memorandum of Understanding with a Service Provider shall have an experience in <b>Operations and</b>   | <ul style="list-style-type: none"> <li>● Work Order/ License/ Permission + Log Book and Other Supporting documents to substantiate the experience</li> </ul>   |                               |             |                |    |  |   |    |  |  |   |

| S.No. | Clause No.<br>Page No.   | Clause as appearing in the published tender  |   | Clarification/ Revised Clause  |
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|       |  | <p><b>Maintenance of atleast 1 (one) Helicopter, in Urban Built Form (City/ Metropolitan Area),</b> for a minimum of 5 (five) years in last 10 (ten) years, prior to the last date of submission of bid.</p>   | <p><b>(Refer Form B.3.1 at Section 8.3)</b></p> <ul style="list-style-type: none"> <li>In case the Bidder quotes its Associate's experience or Service Provider's experience, the Bidder shall submit a Joint Relationship Agreement / MoU duly signed by the Bidder and its Associate Or a Documentary proof as defined in Indian Accounting Standard (Ind AS) 28</li> </ul> <p><b>(Refer Form B.4 for Draft MoU at Section 8.4)</b></p> |  |
| 2     | <p>Clause No. 3.14.2<br/><b>Indicative users for Recreation facility/ Clubhouse</b><br/>Page No.41</p> | <p>The uses/ activities in the Recreation facility/ Clubhouse as mentioned below are only indicative in nature and the same shall be allowed as per BKC's DCR-1979 read with MCGM's DCPR-2034, as amended from time to time. The composition, numbers, area etc. shall be as approved by Metropolitan Commissioner, MMRDA. The Bidder is encouraged to provide better facilities for making it a world class amenity than as mentioned below;</p> <p>Activities for Sports Club:</p> <ol style="list-style-type: none"> <li>Fitness - Gymnasium, Aerobics, Spa &amp; Saloon, Dance Room, Yoga Room, Changing Rooms, Steam Rooms, Toilets etc. (minimum 400 sqm).</li> <li>Medical Centre - Physician's Chamber, Doctor's Room. (minimum 100 sqm).</li> <li>Lounge, Indoor/Outdoor Recreational Area, TV-Room, Card Room, Library/ Art related use.</li> <li>Lobby, Waiting Areas, Children Play Area.</li> <li>Administration/Office Areas for Clubhouse.</li> </ol> |   | <p>The uses/ activities in the Recreation facility/ Clubhouse as mentioned below are only indicative in nature and the same shall be allowed as per BKC's DCR-1979 read with MCGM's DCPR-2034, as amended from time to time. The composition, numbers, area etc. shall be as approved by Metropolitan Commissioner, MMRDA. The Bidder is encouraged to provide better facilities for making it a world class amenity than as mentioned below;</p> <p>Activities for Sports Club:</p> <ol style="list-style-type: none"> <li>Fitness - Gymnasium, Aerobics, Spa &amp; Saloon, Dance Room, Yoga Room, Changing Rooms, Steam Rooms, Toilets etc. (minimum 400 sqm).</li> <li>Medical Centre - Physician's Chamber, Doctor's Room. (minimum 100 sqm).</li> <li>Lounge, Indoor/Outdoor Recreational Area, TV-Room, Card Room, Library/ Art related use.</li> <li>Lobby, Waiting Areas, Children Play Area.</li> <li>Administration/Office Areas for Clubhouse.</li> </ol> |

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|       |                        | <p>vi. Indoor Sports Areas</p> <ul style="list-style-type: none"> <li>• Table Tennis (Minimum 03 Nos)</li> <li>• Badminton (Minimum 02 Nos)</li> <li>• Squash Courts (Minimum 01 Nos)</li> <li>• Billiards (Minimum 02 Nos)</li> </ul> <p>vii. Outdoor Sports Areas</p> <ul style="list-style-type: none"> <li>• Tennis Court (Minimum 02 Nos)</li> <li>• Swimming Pool of min. half Olympic size i.e. 28m(L) x 9m(B) x 3m(D) (Minimum 01 Nos)</li> <li>• Cricket Practice Nets (Minimum 02 Nos)</li> <li>• Football Arena (Minimum 01 Nos)</li> <li>• Basket Ball Court (Minimum 01 Nos)</li> <li>• 400 M Running Track</li> </ul> <p>Note: The dimensions of the playfields will be suitably modified/alterd as per site availability and suitability.</p> <p>Activities for Ancillary Activity/ User:</p> <ol style="list-style-type: none"> <li>i. Eatery/Cafeteria/ Restaurant and Bar (minimum 200 sqm).</li> <li>ii. Convenience Shop /Sports Shop (minimum 100 sqm).</li> <li>iii. Minimum 1No. of Conference Room with minimum capacity of 50person.</li> <li>iv. Minimum 4No.s of Meeting Room with minimum capacity of 15persons.</li> <li>v. Minimum 1No. of Auditorium cum Indoor Banquet Hall with minimum capacity of 200Seater.</li> </ol> | <p>vi. Indoor Sports Areas</p> <ul style="list-style-type: none"> <li>• Table Tennis (Minimum 03 Nos)</li> <li>• Badminton (Minimum 02 Nos)</li> <li>• Squash Courts (Minimum 01 Nos)</li> <li>• Billiards (Minimum 02 Nos)</li> </ul> <p>vii. Outdoor Sports Areas</p> <ul style="list-style-type: none"> <li>• Tennis Court (Minimum 02 Nos)</li> <li>• Swimming Pool of min. half Olympic size i.e. 28m(L) x 9m(B) x 3m(D) (Minimum 01 Nos)</li> <li>• Cricket Practice Nets (Minimum 02 Nos)</li> <li>• Football Arena (Minimum 01 Nos)</li> <li>• Basket Ball Court (Minimum 01 Nos)</li> <li>• 400 M Running Track</li> </ul> <p>Note: The dimensions of the playfields will be suitably modified/alterd as per site availability and suitability.</p> <p>Activities for Ancillary Activity/ User:</p> <ol style="list-style-type: none"> <li>i. Eatery/Cafeteria/ Restaurant and Bar (minimum 200 sqm).</li> <li>ii. Convenience Shop /Sports Shop (minimum 100 sqm).</li> <li>iii. Minimum 1No. of Conference Room with minimum capacity of 50person.</li> <li>iv. Minimum 4No.s of Meeting Room with minimum capacity of 15persons.</li> <li>v. Minimum 1No. of Auditorium cum Indoor Banquet Hall with minimum capacity of 200Seater.</li> <li><b>vi. Guest rooms (minimum 10 No.s)</b></li> </ol> |

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|-------|--|--|--|
| 3     | Clause No.<br>3.16<br><b>Special<br/>Access to<br/>MMRDA</b><br>Page No.42 | <p>a. The Bidder shall provide complimentary memberships of 20 (twenty) membership per year nominated by the Hon. Chairman, MMRDA and 10 (ten) membership per year nominated by the Hon. Metropolitan Commissioner, MMRDA.</p> <p>b. In addition to above, 50 no.s of complimentary service membership through-out the period shall be granted to Senior Officials of MMRDA/ Government of Maharashtra, as decided by Metropolitan Commissioner, MMRDA.</p> <p>c. The Bidder shall provide free of cost access to MMRDA for the following facilities developed on the Recreational Ground - (i) conference room, (ii) meeting room, (iii) auditorium; for 12 times every year for each of the facilities (i.e. i to iii).</p> <p>d. The Bidder shall provide free of cost access to MMRDA for the banquet lawn facility developed on the Recreational Ground; for 12 times every year.</p> <p>e. The Bidder shall provide free of cost access to MMRDA for the use of indoor &amp; outdoor sports facility developed on the Recreational Ground; for 12 times every year to organise sports event.</p> <p>f. The Bidder shall provide free Landing &amp; Take-off at the Helipads 75 times every year to MMRDA for Government Services and at all times during emergency on recommendation of Metropolitan Commissioner, MMRDA.</p> <p>g. The Bidder shall provide 50% concession on booking of premises and/or facility, catering and hospitality services, food and beverages to MMRDA, while hosting/ organizing its official functions in all the facilities developed on the Recreational Ground excluding taxes if any.</p> <p><b>Note:</b> The yearly cycle time for provision of the complementary facilities and special free of cost access to</p> | <p>a. The Bidder shall provide complimentary memberships of 20 (twenty) membership per year nominated by the Hon. Chairman, MMRDA and 10 (ten) membership per year nominated by the Hon. Metropolitan Commissioner, MMRDA.</p> <p>b. In addition to above, 50 no.s of complimentary service membership through-out the period shall be granted to Senior Officials of MMRDA/ Government of Maharashtra, as decided by Metropolitan Commissioner, MMRDA.</p> <p>c. The Bidder shall provide free of cost access to MMRDA for the following facilities developed on the Recreational Ground - (i) conference room, (ii) meeting room, (iii) auditorium <b>(iv) guest rooms</b>; for 12 times every year for each of the facilities <b>(i.e. i to iv)</b>.</p> <p>d. The Bidder shall provide free of cost access to MMRDA for the banquet lawn facility developed on the Recreational Ground; for 12 times every year.</p> <p>e. The Bidder shall provide free of cost access to MMRDA for the use of indoor &amp; outdoor sports facility developed on the Recreational Ground; for 12 times every year to organise sports event.</p> <p>f. The Bidder shall provide free Landing &amp; Take-off at the Helipads 75 times every year to MMRDA for Government Services and at all times during emergency on recommendation of Metropolitan Commissioner, MMRDA.</p> <p>g. The Bidder shall provide 50% concession on booking of premises and/or facility, catering and hospitality services, food and beverages to MMRDA, while hosting/ organizing its official functions in all the facilities developed on the Recreational Ground excluding taxes if any.</p> <p><b>Note:</b> The yearly cycle time for provision of the complementary facilities and special free of cost access to</p> |

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|                             |   | MMRDA for the facilities stated above; will start for the date of operation of the facility and will continue to remain till the expiry of the lease period.  | MMRDA for the facilities stated above; will start for the date of operation of the facility and will continue to remain till the expiry of the lease period.   |
| <b>Eligibility Criteria</b> |   |   |  |
| 4                           | Clause No. 4.7<br>S.No.(4)<br><b>Eligibility<br/>Criteria</b><br>Page No.52 | <p>A. The Sole Bidder or all members combined in case of JV/Consortium shall have an experience in Hospitality business by Owning, Operation and Maintenance of at least (2) two hotels having minimum total of 75 no. of rooms in combined capacity of the two hotels and out of which at least one (1) hotel shall be of at least 3 star standard. Both the hotels shall be under operation for a minimum of 05 (five) years out of last 10 (ten) years, prior to the last date of submission of bid.</p> <p style="text-align: center;">OR</p> <p>B. The Sole Bidder or all members combined in case of JV/Consortium shall have an experience in Owning, Operation and Maintenance of at least (2) two Clubhouses; both with sport facilities; and with minimum of 2000 (two thousand) membership in combined capacity of the two clubhouses and out of which minimum 1(one) such clubhouse shall be operational on minimum of 5,000 Sqm. in an urban area. Both the clubhouses shall be under operation for a minimum of 05(five) years out of last 10 (ten) years, prior to the last date of submission of bid.</p> | <p>A. The Sole Bidder or all members combined in case of JV/Consortium shall have an experience in Hospitality business by Owning, Operation and Maintenance of at least (2) two hotels having minimum total of 75 no. of rooms in combined capacity of the two hotels and out of which at least one (1) hotel shall be of at least 3 star standard. <b>Any one hotel</b> shall be under operation for a minimum of <b>02 (two) years</b> out of last 10 (ten) years, prior to the last date of submission of bid.</p> <p style="text-align: center;">OR</p> <p>B. The Sole Bidder or all members combined in case of JV/Consortium shall have an experience in Owning, Operation and Maintenance of at least (2) two Clubhouses; both with sport facilities; and with minimum of 2000 (two thousand) membership in combined capacity of the two clubhouses and out of which minimum 1(one) such clubhouse shall be operational on minimum of 5,000 Sqm. in an urban area. <b>Any one clubhouse</b> shall be under operation for a minimum of <b>02 (two) years</b> out of last 10 (ten) years, prior to the last date of submission of bid.</p> |

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|------------------------------------|--|---|---|
| 5                                  | Clause No. 4.7<br>S.No.(5)<br><b>Eligibility<br/>Criteria</b><br>Page No.53  | The Sole Bidder or any member in case of JV/Consortium shall have constructed and completed at least 1 (one) building project of 10,000 Sq.m. built up area on 50,000 sqm of land, in India in last 5 (five) years, prior to the last date of submission of bid.  | <b>No change</b><br>Refer Clause No. 4.7 S.No. (5)  |
| <b>Consortium / Joint Ventures</b> |  |   |   |
| 6                                  | Clause No. 4.7<br><b>Eligibility<br/>Criteria</b><br>Page No. 51<br><br>And<br><br>Clause No. 4.8<br><b>Consortium/<br/>Joint Venture</b><br>Page No. 54 | Refer Tender document for detail clause.  | <b>No change</b><br>Refer Clause 4.8  |
| <b>Evaluation Process</b>          |  |   |   |
| 7                                  | Clause No.4.12<br><b>Evaluation<br/>Process</b><br>Page No. 57   | <ul style="list-style-type: none"> <li>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.</li> <li>b. The BEC shall submit its decision to the Competent Authority whose decision shall be final and binding upon the Bidders.</li> <li>c. The Bidders who qualify on e-Envelope A shall be considered for evaluation of e-Envelope B.</li> <li>d. The Bidders who qualify in evaluation of e-Envelope B shall be eligible for evaluation of e-Envelope C.</li> </ul> | <ul style="list-style-type: none"> <li>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.</li> <li>b. The BEC shall submit its decision to the Competent Authority whose decision shall be final and binding upon the Bidders.</li> <li>c. The Bidders who qualify on e-Envelope A shall be considered for evaluation of e-Envelope B.</li> <li>d. The Bidders who qualify in evaluation of e-Envelope B shall be eligible for evaluation of e-Envelope C.</li> </ul> |

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|----------------------|--|---|--|
|                      |  | <p>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.</p> <p>f. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.</p> <p>g. In case of Single Bid response, MMRDA reserves the right to accept or reject the bid on approval of Competent Authority.</p>   | <p>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.</p> <p>f. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.</p> <p>g. In case of Single Bid response, MMRDA reserves the right to accept or reject the bid on approval of Competent Authority.</p> <p><b>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.</b></p> |
| <b>Award of Plot</b> |  |   |  |
| 8                    | <p>Clause No. 4.15 (a)<br/><b>Award of plot</b><br/>Page No. 49</p> <p>And</p> <p>Clause 5.1<br/>Annexure – A<br/><b>MMRDA's Land Disposal Regulation, 1977</b><br/>Para 9</p> | <p>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.</p> <p>And</p> <p><b>9. Payment of Premium:</b> (i) <sup>2</sup>25% of the premium shall be paid within <sup>3</sup>two month from the time an offer/tender is accepted under any of the foregoing Regulations and the balance <sup>4</sup>75% within <sup>5</sup>ten months thereafter; Provided that in case of Government or Local Authority or Public Sector Undertaking such time limits shall be <sup>3</sup>two month and <sup>5</sup>ten months, respectively; provided further that the Metropolitan Commissioner may, in his absolute discretion, grant extension of time for payment of first <sup>2</sup>25% of the premium</p> | <p><b>No change</b><br/>Refer Clause No. 4.15 (a) and Clause 5.1 Annexure – A MMRDA's Land Disposal Regulation, 1977<br/>Para 9</p> <p>Yes, the bidder can pre-pay the Lease Premium amount.<br/><b>Tender condition clarified.</b></p>  |



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|-------|---|--|---|
|       | Page No. 58   | <p>by the Government and none else up to <sup>6</sup>3 months.</p> <p>The Metropolitan Commissioner may, in his absolute discretion, grant extension of time for payment of the balance premium up to a maximum of <sup>7</sup>15 months of the date of acceptance on payment of interest for the extended period <sup>8</sup>at such rate as may be determined by the <sup>1</sup>(Authority) from time to time. The time limit so specified for the payment of premium shall be intended to be of the essence of the Lease Deed and if such time limit shall not be observed, the Lease Deed shall become violable at the option of the Metropolitan Commissioner without prejudice to other rights, powers and immunities of the Authority.</p>                 |   |
| 9     | Clause No.<br>4.15<br><b>Award of plot</b><br>Page No. 58 | <p>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.</p> <p>b. The Termination of the Lease Deed shall be in accordance with provisions of General Conditions of Contract. In case of dispute, the matter shall be referred to an arbitrator as specified by MMRDA.</p> <p>c. MMRDA shall provide the relevant data/reports available with it. Collecting any other data shall be the sole responsibility of the Bidder. MMRDA shall provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.</p> | <p><b>No change</b><br/>Refer Clause No. 4.15</p> |

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| <b>Extension of Bid Closing Date</b> |   |   |  |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
| 10                                   | Clause No.4.22<br><b>Schedule of Offer</b><br>Page No. 60   | Schedule of Offer<br>S.No. 5 – Tender Closing – 25/11/2024, 17:00hrs (IST)<br><br>As per Corrigendum – 3 dated 17/01/2025<br>Tender Closing – 18/02/2025, 18:00hrs (IST)  | Bidders are requested to frequently check Mahatender Portal and MMRDA website for updates.   |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
| <b>Land Disposal Regulation</b>      |   |   |  |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
| 11                                   | Clause 5.1<br>Annexure – A<br><b>MMRDA's Land Disposal Regulation, 1977</b><br>Para 11<br><br>Page No. 68   | <p><b>11. Extension of time stipulated for construction of building or development of land:</b><br/>If the Lessee shall not perform and observe the limitation of time provided in the Deed of Lease in Form "D" for the construction of the intended building or otherwise development of land leased to him for reasons beyond his control, the Metropolitan Commissioner may permit extension of such time on payment of the additional premium at the following <sup>2</sup>rates:</p> <table border="1"> <tr> <td>(a)</td> <td>All the Govt. Organizations</td> <td>-</td> <td>5% of the lease premium per year till they complete the construction.</td> </tr> <tr> <td rowspan="2">(b)</td> <td rowspan="2">Semi Govt. &amp; Public Sector Organizations and Private Sector Organizations</td> <td rowspan="2">-</td> <td>(i) Upto 3 years - 10% of the lease premium per year.</td> </tr> <tr> <td>(ii) Beyond 3 years till they complete the construction - 15% of the lease premium per year.</td> </tr> <tr> <td>(c)</td> <td colspan="3">The additional premium shall be charged in proportion to the built-up area of which construction is incomplete i.e. to exclude the built-up area of which OC is issued.</td> </tr> <tr> <td>(d)</td> <td colspan="3">The additional premium shall be charged proportionately for the extended period of completion of the construction.</td> </tr> </table> <p><sup>3</sup>11(A).If the Metropolitan Commissioner shall refuse to permit extension of time, under the foregoing Regulation or shall find the Lessee of having committed breach of any condition of covenant during the limitation of time provided</p> | (a)  | All the Govt. Organizations | - | 5% of the lease premium per year till they complete the construction. | (b) | Semi Govt. & Public Sector Organizations and Private Sector Organizations | - | (i) Upto 3 years - 10% of the lease premium per year. | (ii) Beyond 3 years till they complete the construction - 15% of the lease premium per year. | (c) | The additional premium shall be charged in proportion to the built-up area of which construction is incomplete i.e. to exclude the built-up area of which OC is issued. |  |  | (d) | The additional premium shall be charged proportionately for the extended period of completion of the construction. |  |  | <p><b>No change</b><br/>Refer Clause 5.1 Annexure – A<br/>MMRDA's Land Disposal Regulation, 1977<br/>Para 11</p> |
| (a)                                  | All the Govt. Organizations   | -   | 5% of the lease premium per year till they complete the construction.                        |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
| (b)                                  | Semi Govt. & Public Sector Organizations and Private Sector Organizations   | -   | (i) Upto 3 years - 10% of the lease premium per year.  |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
|                                      |   |   | (ii) Beyond 3 years till they complete the construction - 15% of the lease premium per year. |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
| (c)                                  | The additional premium shall be charged in proportion to the built-up area of which construction is incomplete i.e. to exclude the built-up area of which OC is issued. |   |  |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |
| (d)                                  | The additional premium shall be charged proportionately for the extended period of completion of the construction.  |   |  |                             |   |   |     |   |   |   |  |     |   |  |  |     |  |  |  |  |

| S.No. | Clause No.<br>Page No.   | Clause as appearing in the published tender   | Clarification/ Revised Clause  |
|-------|--|---|--|
|       |  | <p>in the foregoing Regulation, the Metropolitan Commissioner may forfeit and determine the Lease, provided that in the event of such determination of the Lease, 25 percent of the premium paid by the Lessee to the Authority shall be forfeited and the remaining 75 per cent of such premium shall be refunded to him; provided further that the power to so determine the Lease shall not be exercised unless and until the Metropolitan Commissioner shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to do so and of the specific breach of the covenants or conditions in respect of which forfeiture is intended and default shall have been made by the Lessee in remedying such breach or breaches within three months from the service of notice on him or the notice being left on the demised premises.</p> |  |
| 12    | <p>Clause 5.1<br/>Annexure – A<br/><b>MMRDA's<br/>Land<br/>Disposal<br/>Regulation,<br/>1977</b><br/>Para 11<br/>Page No. 68</p> | <p>Refer Tender Document</p>  | <p><b>No change</b><br/>Refer Clause 5.1 Annexure – A<br/>MMRDA's Land Disposal Regulation, 1977<br/>Para 11</p> |

| S.No.             | Clause No.<br>Page No.  | Clause as appearing in the published tender  | Clarification/ Revised Clause  |
|-------------------|---|--|--|
| <b>Lease Deed</b> |   |  |  |
| 13                | Clause No. 5.1<br>FORM-D<br>Section 3(e)<br><b>To build only<br/>as per<br/>agreement</b><br>Page No.77 | (e) <b>To build only as per agreement:</b> Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said plot of land except in accordance with the Development Control Regulations and Building Regulations set out in the THIRD SCHEDULE hereto.  | <b>No Change</b><br>Refer Clause No. 5.1<br>FORM-D<br>Section 3(e)                       |
| 14                | Clause No. 5.1<br>FORM-D<br>Section 3(p)<br><b>Not to assign</b><br>Page No.78                          | (p) <b>Not to assign:</b> Not to sell, mortgage, assign, underlet or sublet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Metropolitan Commissioner, Consent may be granted by the Metropolitan Commissioner subject to payment by the Lessee of a sum equal to 10 percent of the stamp duty chargeable on the instrument of intended transfer under the Bombay Stamp Act, 1958 and further subject to such conditions as he may impose in public interest. Provided that nothing shall be payable in case of the first transfer of demised premises or each unit of the demised premises (If entire demised premises is firstly assign, then further assignment of part or each unit of the demised premises shall be second & subsequent transfer and shall attracts the payment as stated hereinbefore). Provided further that mortgage of the said plot for raising loan for construction purpose from the Govt. approved Financial Institution or Banks will not be treated as 'First Transfer' in terms of this sub-article, however previous written consent of the Metropolitan Commissioner should have been obtained on payment of necessary processing fee as may be decided by the Authority | <b>No Change</b><br>Refer Clause No. 5.1<br>FORM-D<br>Section 3(p) and<br>Clause No. 3.3 |

| S.No. | Clause No.<br>Page No.   | Clause as appearing in the published tender  | Clarification/ Revised Clause  |
|-------|--|--|--|
|       | <p>And</p> <p>Clause No. 3.3<br/><b>Use of Land</b><br/>Page No.33</p>                                     | <p>And</p> <p><b>3.3 Use of Land:</b></p> <p>a. The land shall be used as Recreational Ground wherein building or buildings or structures or facility for clubhouse, sports and ancillary activities/user are permissible as per the Sanctioned Planning Proposals of BKC read alongwith BKC DCR 1979 read with MCGM DCPR 2034, as amended from time to time.</p> <p>b. The Bidder will be able to transfer 100% of the Floor Space in accordance with the provisions of the Lease Deed. For any such transfer, the Bidder will have to obtain prior consent from MC, MMRDA and on payment of relevant fees/ charges to MMRDA.</p> |  |
| 15    | <p>Clause No. 5.1<br/>FORM-D<br/>Section 3(q)<br/><b>Change in status of the Lessee</b><br/>Page No.79</p> | <p>(q) <b>Change in status of the Lessee:</b> 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.</p>  | <p><b>No Change</b><br/>Refer Clause No. 5.1<br/>FORM-D<br/>Section 3(q)</p> |

| S.No.                                 | Clause No. Page No.  | Clause as appearing in the published tender   | Clarification/ Revised Clause |      |     |     |  |   |  |       |      |     |     |  |  |
|---------------------------------------|--|---|-------------------------------|------|-----|-----|--|---|--|-------|------|-----|-----|--|--|
| <b>Development Control Regulation</b> |  |   |                               |      |     |     |  |   |  |       |      |     |     |  |  |
| 16                                    | Clause No. 5.2<br>Annexure – B:<br><b>BKC Notified Area Development Control Regulations, 1979</b><br>Section 4<br><b>General Aspect</b><br>Point No.(ii)<br><br>Page No.82 | Floor Space Index for the purpose of development shall be as follows, that is to say: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Block</th> <th>USER</th> <th>FSI</th> </tr> </thead> <tbody> <tr> <td>E&amp;G</td> <td>Commercial, Residential, Social Facilities and All other permissible users</td> <td>           Global 4.0<br/>           This value of the Global Floor Space Index shall be in respect of gross area of 'E' and 'G' block of BKC including roads, open spaces etc.<br/><br/>           The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot and Additional Built-Up Area permissible as mentioned in Regulation 4(ii)(A) below.         </td> </tr> </tbody> </table> | Block                         | USER | FSI | E&G | Commercial, Residential, Social Facilities and All other permissible users | Global 4.0<br>This value of the Global Floor Space Index shall be in respect of gross area of 'E' and 'G' block of BKC including roads, open spaces etc.<br><br>The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot and Additional Built-Up Area permissible as mentioned in Regulation 4(ii)(A) below. | Floor Space Index for the purpose of development shall be as follows, that is to say: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Block</th> <th>USER</th> <th>FSI</th> </tr> </thead> <tbody> <tr> <td>E&amp;G</td> <td>Commercial, Residential, Social Facilities and All other permissible users</td> <td>           Global 4.0<br/>           This value of the Global Floor Space Index shall be in respect of gross area of 'E' and 'G' block of BKC <b>including roads, open spaces etc.</b><br/><br/>           The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot and Additional Built-Up Area permissible as mentioned in Regulation 4(ii)(A) below.         </td> </tr> </tbody> </table> | Block | USER | FSI | E&G | Commercial, Residential, Social Facilities and All other permissible users | Global 4.0<br>This value of the Global Floor Space Index shall be in respect of gross area of 'E' and 'G' block of BKC <b>including roads, open spaces etc.</b><br><br>The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot and Additional Built-Up Area permissible as mentioned in Regulation 4(ii)(A) below. |
| Block                                 | USER   | FSI   |                               |      |     |     |  |   |  |       |      |     |     |  |  |
| E&G                                   | Commercial, Residential, Social Facilities and All other permissible users   | Global 4.0<br>This value of the Global Floor Space Index shall be in respect of gross area of 'E' and 'G' block of BKC including roads, open spaces etc.<br><br>The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot and Additional Built-Up Area permissible as mentioned in Regulation 4(ii)(A) below.   |                               |      |     |     |  |   |  |       |      |     |     |  |  |
| Block                                 | USER   | FSI   |                               |      |     |     |  |   |  |       |      |     |     |  |  |
| E&G                                   | Commercial, Residential, Social Facilities and All other permissible users   | Global 4.0<br>This value of the Global Floor Space Index shall be in respect of gross area of 'E' and 'G' block of BKC <b>including roads, open spaces etc.</b><br><br>The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot and Additional Built-Up Area permissible as mentioned in Regulation 4(ii)(A) below.  |                               |      |     |     |  |   |  |       |      |     |     |  |  |

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# SITE VISIT REPORT

for

***Lease of Recreation Ground having plot no. RG23B+Hills+RG6 in G-Block of Bandra-Kurla Complex, Mumbai for 80 years.***

Site Visit Dated: 28<sup>th</sup> October 2024

Tender Ref. No.: TCP(P2)/BKC/MISC/1536/RG23B/24



## Site Visit Report:

**Pre Bid Site Visit for Lease of Recreation Ground having plot no. RG23B+Hills+RG6 in G-Block of Bandra-Kurla Complex, Mumbai for 80 years.**

Tender Ref. No. : TCP(P2)/BKC/MISC/1536/RG23B/24  
Date of Visit : 28<sup>th</sup> October 2024  
Location : Plot No. RG23B+Hills+RG6 from 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 Recreation Ground (i.e., plot no. RG23B+Hills+RG6) which will be available to Successful Bidder for development of Clubhouse on plot under reference in G-Block of Bandra Kurla Complex.

The purpose of the visit was to give the prospective Bidders an actual understanding of the plot with respect to its location, dimensions, existing on-site conditions and existing situation.

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

### **Site Inspection:**

The site visit began with a brief overview of the G-Block of BKC. Subsequently, Mr. Sudarshan Shinde (Dy. Planner, T&CP Div., MMRDA), Mrs. Manisha Patel (Jr. Architect, T&CP Div., MMRDA), Mr Jagtab (Surveyor, Land Cell, MMRDA) and the prospective Bidders made a site visit to Plot No. RG23B+Hills+RG6 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. The officers of MMRDA also highlighted that Plot No. RG23B+Hills+RG6 is being currently used for temporary construction Site for casting yard of Metro and the same shall be discontinued before possession of the plot is handed over to the Bidders as per the tender conditions.

The team also elaborated on the information related to site features, access roads, neighbouring plots and other development details. Overall, the site visit provided a clear understanding of plot and all the bidders were satisfied with the plot and site visit in-general.



**Photograph of Site Visit dated 28/10/2024 to plot no. RG23B+RG6+Hills  
in G-Block BKC:**



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# MINUTES OF MEETING OF THE PRE-BID MEEING

of

*e-tender for lease of Recreation Ground having Plot No. RG23B+Hills+RG6 in 'G' Block of Bandra-Kurla Complex for 80 years.*

Pre-Bid Meeting Dated: 30<sup>th</sup> October 2024

Tender Ref. No.: TCP(P-2)/BKC/Misc./1536/RG23B/24.



**Sub: Minutes of Pre-Bid Meeting for lease of Recreation Ground having Plot No. RG23B+Hills+RG6 in 'G' Block of Bandra-Kurla Complex for 80 years.**

**Tender Ref. No.:** *TCP(P-2)/BKC/Misc./1536/RG23B/24.*

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1. Pre-Bid Meeting regarding **Lease of Recreation Ground having Plot No. RG23B+Hills+RG6 in 'G' Block of Bandra-Kurla Complex for 80 years through e-tendering**; was held on **30/10/2024 at 11:00 AM** at **4<sup>th</sup> 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 plot 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 – Payment terms - 25% of the Premium shall be paid within two months from the date of offer letter and balance 75% of the Premium shall be paid within next 10 months in equal instalments thereafter.  | <ul style="list-style-type: none"> <li>• MMRDA officials Noted all the queries and informed that the clarifications will be uploaded on Mahatender Portal with the approval of Competent Authority.</li> <li>• It was informed to the prospective Bidders to share the query to MMRDA formally via email, on the email IDs as mentioned in the tender booklet.</li> </ul> |
| 2.   | Regarding – Lease Renewal.  |   |
| 3.   | Regarding – Applicability of GST to the Reserve Price.  |   |
| 4.   | Regarding – Single Window Clearance for approvals.  |   |
| 5.   | Regarding – Applicability of Additional Built Up Area and the premium payable for the same.   |   |
| 6.   | Regarding – Permissible Ancillary Users.  |   |
| 7.   | <p><b>Last Date of submission of queries</b></p> <p>Last date of submission of queries was decided as 06/11/2024.</p> <p>Bidders were requested to submit their queries via email on the following email IDs:<br/>rgplot@mailmmrda.maharashtra.gov.in</p> |   |

**The Meeting ended with Thanks to the Chair.**

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