



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Bandra-Kurla Complex, Bandra (East), Mumbai-51.  
Tel: 26590001/04. Website: <https://mmrda.maharashtra.gov.in>

Corrigendum - I  
(Revised Schedule)

Sr.No	Parameters	Details									
1	Tender/Bid No.	MMRDA/PD/ME/RFP/2023									
2	Division	Planning Division									
3	Name of Tender	Request for proposal for <b>'Appointment of Project Management Consultant for carrying out Technical Feasibility Study and Bid Process Management for Selection of Developer and for providing services as Project Management Consultant for Implementation Of 'Mumbai Eye' Project'</b>									
4	Contact Details	Chief, Planning Division, MMRDA, MMRDA Main Building, Bandra-Kurla Complex, Bandra (East), Mumbai- 400-051. Tel: 022-26594060, 022-26595997, 022-26594098 Email: chiefpd@mailmmrda.maharashtra.gov.in mumbaieye@mailmmrda.maharashtra.gov.in									
5	Important Dates	<table border="1"><thead><tr><th>Milestone</th><th>Published date/time</th><th>Revised date/time</th></tr></thead><tbody><tr><td><b>Last date of Online submission</b></td><td>31/05/2023 17.00 hrs (IST)</td><td><b>14/06/2023</b> <b>17.00 hrs (IST)</b></td></tr><tr><td><b>Date of Opening</b></td><td>01/06/2023 11.00 hrs (IST)</td><td><b>15/06/2023</b> <b>11.00 hrs (IST)</b></td></tr></tbody></table>	Milestone	Published date/time	Revised date/time	<b>Last date of Online submission</b>	31/05/2023 17.00 hrs (IST)	<b>14/06/2023</b> <b>17.00 hrs (IST)</b>	<b>Date of Opening</b>	01/06/2023 11.00 hrs (IST)	<b>15/06/2023</b> <b>11.00 hrs (IST)</b>
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The e-RFP shall be available for download on registration at <https://mahatenders.gov.in/nicgep/app> as per the above-mentioned dates. The submission of the e-RFP response is through Mahatender Portal only. For participating in this e-RFP and avoiding last minute technical challenges if any, all the Applicants shall follow the guidelines mentioned in the e-RFP document on Mahatender Portal. The Applicants shall go through the e-tender SOP and FAQs hosted at Mahatender Portal for detailed understanding of e-tendering submission process. For any e-tendering support, applicants shall mail Mahatender Helpdesk at support-eproc@nic.in or call us on 022-26597445

**Date: 29/05/2023**  
**Place: Mumbai**

**Metropolitan Commissioner**  
**MMRDA**



**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY**  
**Bandra-Kurla Complex, Bandra (East), Mumbai-51.**  
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**Corrigendum – II**  
**STANDARD SET OF DEVIATIONS**  
 (To be an integral part of RFP)

Tender No : MMRDA/PD/ME/RFP/2023

Tender : Appointment of Project Management Consultant for carrying out Technical Feasibility Study and Bid Process Management for Selection of Developer and for providing services as Project Management Consultant for Implementation of ‘Mumbai Eye’ (Giant Observation Wheel) Project.

Sr. No.	Ref. of Relevant Clause in RFP	Pg No. in RFP	Clause as appearing in the published RFP	Revised Clause																																																																						
1.	RFP Notice, Sr. No. 5	2	Last Date of Online submission: 31/05/2023 up to 1700 hrs. (IST)	Last Date of Online submission: <b>14/06/2023</b> up to 1700 hrs. (IST)																																																																						
2.	3.2.1 Description of site	21	.... Giant Observation wheel is proposed to be located at Bandra Reclamation, Bandra West, Mumbai...	The Clause is replaced as ‘MMRDA has initiated the process of identification of suitable site for Mumbai Eye project through a separate consultancy. For the identified site the Consultant has to carry out the TFS, BPM and PMC for this project.																																																																						
3.	Section-3, Clause 3.3.5,	27	The Consultant shall also develop, place and promote the project and its branding in the global tourism atmosphere.	The Consultant shall also ensure that the Developer shall take adequate measures to develop, place and promote the project and its branding in the global tourism atmosphere.”																																																																						
4.	Clause No. 4.1 Deliverables, timelines and payment schedule	32	The PMC shall complete various stages of the work in accordance with the Time Schedule as given hereinafter and submit to MMRDA the various deliverables. MMRDA shall affect payment to the PMcin accordance with the schedule of payment.	The PMC shall complete various stages of the work in accordance with the Time Schedule as given hereinafter and submit to MMRDA the various deliverables. <b>Work Order will be issued after the suitable site is identified.</b> MMRDA shall affect payment to the PMcin accordance with the schedule of payment.																																																																						
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			consecutive financial years preceding the proposal due date (PDD).	Company Secretary of the bidder clearly specifying the annual turnover for the specified years. (please refer form B3)				last 3 consecutive financial years preceding the proposal due date (PDD).	Company Secretary of the bidder clearly specifying the annual turnover for the specified years. (please refer form B3)			
6.	Section 5.10.1 5.10.1 Eligibility Criteria – Project Team Strength		<b>No</b>	<b>Criteria</b>	<b>Document Proof</b>	<b>Parameter</b>	<b>Max marks</b>	<b>No</b>	<b>Criteria</b>	<b>Document Proof</b>	<b>Parameter</b>	<b>Max marks</b>
			6	<b>Consultant – Legal</b> (On Payroll/ Associate / Outsource basis)	submit the detailed CV for each key staff as per Form in chapter 8 (please refer form H and form F)	<b>Mandatory Requirement</b> Should be a post-graduate and graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of min. Rs. 500 Cr. each.	6	6	<b>Consultant – Legal</b> (On Payroll/ Associate / Outsource basis)	submit the detailed CV for each key staff as per Form in chapter 8 (please refer form H and form F)	<b>Mandatory Requirement</b> Should be a post-graduate and graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of min. Rs. 500 Cr. each.	6
			7	<b>Consultant – Risk Assessment and Mitigation</b>	submit the detailed CV for each key staff as per Form in chapter 8 (please refer form H and form F)	<b>Mandatory Requirement</b> Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of min. Rs. 500 Cr. each.	6	7	<b>Consultant – Risk Assessment and Mitigation</b>	submit the detailed CV for each key staff as per Form in chapter 8 (please refer form H and form F)	<b>Mandatory Requirement</b> Should be Post Graduate and Graduate in relevant field with at least 5 years of overall professional experience and have been involved in the capacity of Subject Matter Expert in at least 1 (one) Similar Project or 1 (one) International project of min. Rs. 500 Cr. each.	6
7.	Section 10, Subsection 10.2, Clause 2.7.1, Force Majeure	106	Force Majeure means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as to be considered impossible in the circumstances and includes, but is not limited to, war riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.				Force Majeure means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as to be considered impossible in the circumstances and includes, but is not limited to, war riots, civil disorder, earthquake, fire explosion, <b>pandemic, epidemic,</b> storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.					
8.	Indemnity	--	RFP is silent on this clause.				<b>Clause No. 10.2 General Conditions of Contract (GCC)</b> <b>10. Indemnity</b> Agency shall indemnify, protect and save MMRDA against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights, etc or such other statutory infringements in respect of software supplied by him.					

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#### REPLY TO PRE-BID QUERIES

S.N.	Section, sub-section and clause	Page No.	Query	Change requested / Clarification required	Clarification
1.	Section-3, Clause 3.3.2, Bid process management for Selection of Developer	26	The Consultant shall adhere to the following timelines for the deliverables of the Project	Pls specify unit for ex. Weeks, months etc.	Please refer the Section 4.1 of the published RFP and Sr. No. 4. of Corrigendum II (SSD)
2.	Section-3, Clause 3.3.3, Project Management Consultancy Services	26	The Project Management Consultant is required to exercise the following responsibilities during the Construction/ Implementation Phase (T+113)	Pls specify unit for ex. Weeks, months etc.	Please refer the Section 4.1 of the published RFP and Sr. No. 4. of Corrigendum II (SSD)
3.	Section-3, Clause 3.3.5, Any other Task(Complete Project Duration)	27	The Consultant shall also develop, place and promote the project and its branding in the global tourism atmosphere.	1) This task is very vague with no specific deliverable which can be substantiated on effort and impact. Request that this be deleted. 2) If the activity cannot be deleted, the task should be detailed into specific deliverables/ amount to be incurred by the PMC towards this activity which can be monitored.	Please refer Sr. No. 3. of Corrigendum II (SSD)

S.N.	Section, sub-section and clause	Page No.	Query	Change requested / Clarification required	Clarification
4.	Section-3, Clause 3.3.3(v)(9), Project Management Consultancy Services	27	Approval to designs and working drawings.	1) Pls confirm whether detailed Peer Review of the Design is envisaged; 2) The responsibility of the Design rests with the Developer/ Concessionaire. Pls confirm.	Please note that the detailed Peer Review of the Design is the responsibility of Developer.
5.	Section-4, Clause 4.1, Deliverables, Timelines & Payment Schedule	32	Inception Report (T+1) Task No/ Report No. 1.1	Request that this be modified as T+6	Please refer Sr. No. 4.of Corrigendum II (SSD)
6.	Section-4, Clause 4.1, Deliverables, Timelines & Payment Schedule	32	Technical Feasibility Report (T+2) Task No/ Report No. 1.2	Request that this be modified to T+13	Please refer Sr. No. 4.of Corrigendum II (SSD)
7.	Section-4, Clause 4.1, Deliverables, Timelines & Payment Schedule	32	Contract Signing between MMRDA & the Selected Developer Task No/ Report No. 1.6 (T+9)	Request that this be modified to T+26 . All intermediate milestones i.e. Task No. 1.3, 1.4 & 1.6 may be suitably modified.	Please refer Sr. No. 4.of Corrigendum II (SSD)
8.	Section 10, Subsection 10.2, Clause 2.7.1, Force Majeure	106	Force Majeure means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as to be considered impossible in the circumstances and includes, but is not limited to, war riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.	We request you to kindly add pandemic, epidemic in the definition of force majeure.	Please refer Sr. No. 7.of Corrigendum II (SSD)
9.	Section 10, Sub-section 10.2, Clause 2.8, Suspension	107	The Employer by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding <b>thirty (30) days</b> after the Consultants of such notice of suspension.	In the event of suspension of the Agreement for any reason, we request that consultant shall be entitled to:  a) Payment for the services rendered till the date of such suspension; b) If the reasons/causes for Suspension are not attributable to Consultants, Employer shall in addition to point 'a' above, compensate Consultants with 'i' and 'ii' as under: i) An extension of time for any such delay if completion is or will be delayed and ii) Any additional cost that Consultants may incur due to such suspension e.g., demobilization costs etc.	No Change.
10.	Section 10, Sub-section 10.2, Clause 3.8, Liability of the consultant	111	Liability of the consultant	We request you to kindly keep the limitation of liability of consultant to 10% of the agreement value.	No Change.
11.	General	-	Indemnity	We request you to kindly add the clause related to indemnity as mentioned below: Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with	Please refer Sr. No. 8 .of Corrigendum II (SSD)

S.N.	Section, sub-section and clause	Page No.	Query	Change requested / Clarification required	Clarification
				this Agreement including any made after the completion or the termination of this Agreement.	
12.	Section 10, Sub-section 10.3, Clause 2.4	115	The time period shall be 12 months from the effective date of contract.	There is mismatch between the timeline mentioned in the deliverable schedule and in the Special Conditions of the contract. Request to Kindly specify the validity of the contract	As it is a draft contract format, suitable changes can be made at the time of execution of contract agreement with the successful bidder.
13.	Section-4, Clause 4.1, Note (iv)	34	The Financial Bid provided by the bidders shall be valid and shall not change <b>before completion of the project.</b>  Further to this period beyond one year, in case of delays attributable to MMRDA or Force Majeure, a 10 % year on year escalation factor to the rate may be introduced. MMRDA reserves the right to pay pro-rata for any delays, etc.	We request to kindly amend the clause as mentioned below:  The financial bid/compensation detailed in the contract shall be <b>valid up to 165 weeks from the start of the project.</b>  An escalation of 10% shall be provided beyond the contract period in case reason/causes of delay are not attributable to the consultant.	No change.
14.	Section-4, Clause 4.1	32	No. of Hard Copies + Soft Copy of Report / Document	We request to kindly specify the maximum number of revisions and add the clause as mentioned below: The consultant shall provide ___ nos. of revision at fees as per this Agreement. Every subsequent revision and additional hard copies shall be chargeable at following rate: • Charge for every next revision and • charge for every additional copy	No change.
15.	Section-4, Clause 4.1, Note (*)	34	* Payment of each deliverable shall be released only after the approval of MMRDA	The timeline for payment to the consultant after approval of the deliverable is not mentioned in the RFP document. We request to kindly add the following: The payment will be released to the consultant within 30 days after approval of MMRDA	No Change.
16.	Section -3, Clause 3.2.1	21	Description of Site	Request you to please share the components other than giant wheel envisaged in the project, like land development, park, play area if any.	The design of the Mumbai Eye 'Giant Observation Wheel' and its components are within the Scope of Developer.
17.	Section -3, Clause 3.3.4	27	The PMC shall assist MMRDA to monitor the operations of 'Mumbai Eye' Giant Observation Wheel for ONE year from the date of commissioning (T + 165) of this project and submit to the MMRDA, the monthly report on operations and carry out structural audits for this project as directed by MMRDA.	Request you to provide more details over the scope of services required during the monitoring of operations of Mumbai Eye	The Consultant shall monitor the operations of the Giant Observation Wheel for a period of One year from the date of commissioning of the project (T+115 to T+167). The Consultant shall submit the monthly report on operations and carry out structural audits for this project and perform necessary actions for the structural stability and structural integrity of the project.
18.	Section – 4, Clause 4.1	33	Payment Schedule: Phase II- Project Management Consultancy (PMC) Services & Monitoring of Operations of 'Mumbai Eye'.	Request you to please consider Man-Month payments for construction supervision services and monitoring of operations, as per the actual deployment at site.	No Change.
19.	General	-	-	We believe air-conditioned, fully furnished site office with all the required amenities shall be provided to PMC staff by MMRDA (or arranged by the contractor) at free of cost.	No Change.

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20.	General	-	-	Request you to please provide the phase wise timeline for the entire project from start of pre-construction, construction start, and till commissioning.	This recommendation is a part of Scope of Work for appointment of Developer by PMC.																																																																																				
21	Chapter 4 Deliverables and Time / Payment Schedule, Clause 4.1, Phase-I, Task No./ Report No.1.1	32	<table border="1"> <thead> <tr> <th>Tasks</th> <th>Description of Work</th> <th>Schedule (in weeks)</th> <th>Payment % of Contract Value</th> </tr> </thead> <tbody> <tr> <td>1.1</td> <td>Inception Report</td> <td>T+1</td> <td>1%</td> </tr> <tr> <td>1.2</td> <td>Technical Feasibility Report</td> <td>T+2</td> <td>3%</td> </tr> <tr> <td>1.3</td> <td>RFP Document and Floating of RFP</td> <td>T+3</td> <td>3%</td> </tr> <tr> <td>1.4</td> <td>Pre-Bid Meeting</td> <td>T+4</td> <td rowspan="3">13%</td> </tr> <tr> <td></td> <td>Reply to queries</td> <td>T+5</td> </tr> <tr> <td></td> <td>Opening of Tenders Received</td> <td>T+7</td> </tr> <tr> <td>1.5</td> <td>Submission of Bid Evaluation Report</td> <td>T+8</td> <td></td> </tr> <tr> <td>1.6</td> <td>Contract Signing</td> <td>T+9</td> <td></td> </tr> <tr> <td>2.1</td> <td>PMC</td> <td>T+113</td> <td>60%</td> </tr> <tr> <td>3.1</td> <td>Operations' Monitoring</td> <td>T+165</td> <td>20%</td> </tr> </tbody> </table>	Tasks	Description of Work	Schedule (in weeks)	Payment % of Contract Value	1.1	Inception Report	T+1	1%	1.2	Technical Feasibility Report	T+2	3%	1.3	RFP Document and Floating of RFP	T+3	3%	1.4	Pre-Bid Meeting	T+4	13%		Reply to queries	T+5		Opening of Tenders Received	T+7	1.5	Submission of Bid Evaluation Report	T+8		1.6	Contract Signing	T+9		2.1	PMC	T+113	60%	3.1	Operations' Monitoring	T+165	20%	<p>We would like to inform the department that the schedule specified against each tasks seems very squeezed as perused from the quantum of work to be carried out under each task, particularly during the bid process management stage. The payments associated with each task also seems very stringent. Hence, we request the department to kindly amend the payment schedule as proposed below, enabling healthy participation of quality bidders:</p> <table border="1"> <thead> <tr> <th>Tasks</th> <th>Description of Work</th> <th>Schedule (in weeks)</th> <th>Payment % of Contract Value</th> </tr> </thead> <tbody> <tr> <td>1.1</td> <td>Inception Report</td> <td>T+1</td> <td>1%</td> </tr> <tr> <td>1.2</td> <td>Technical Feasibility Report</td> <td>T+5</td> <td>15%</td> </tr> <tr> <td>1.3</td> <td>RFP Document and Floating of RFP</td> <td>T+7</td> <td>4%</td> </tr> <tr> <td>1.4</td> <td>Pre-Bid Meeting</td> <td>T+9</td> <td rowspan="3">20%</td> </tr> <tr> <td></td> <td>Reply to queries</td> <td>T+10</td> </tr> <tr> <td></td> <td>Opening of Tenders Received</td> <td>T+22</td> </tr> <tr> <td>1.5</td> <td>Submission of Bid Evaluation Report</td> <td>T+26</td> <td></td> </tr> <tr> <td>1.6</td> <td>Contract Signing</td> <td>T+28</td> <td></td> </tr> <tr> <td>2.1</td> <td>PMC</td> <td>T+132</td> <td>50%</td> </tr> <tr> <td>3.1</td> <td>Operations' Monitoring</td> <td>T+184</td> <td>10%</td> </tr> </tbody> </table>	Tasks	Description of Work	Schedule (in weeks)	Payment % of Contract Value	1.1	Inception Report	T+1	1%	1.2	Technical Feasibility Report	T+5	15%	1.3	RFP Document and Floating of RFP	T+7	4%	1.4	Pre-Bid Meeting	T+9	20%		Reply to queries	T+10		Opening of Tenders Received	T+22	1.5	Submission of Bid Evaluation Report	T+26		1.6	Contract Signing	T+28		2.1	PMC	T+132	50%	3.1	Operations' Monitoring	T+184	10%	Please refer Sr. No. 4.of Corrigendum II (SSD).
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22	Chapter – 5 Instructions to Bidders (ITB), Clause No.- 5.6	43	Language of Bids and assignments: All International bidders participating in the e-tendering process are required to duly apostille all their documents/ certificates from the authorised office of their parent country. Apostillation of the documents should be in accordance to the Hague Convention 1961.	Since as per RFP, foreign partners to submit all the documents duly apostille from the authorised office of their parent country and this requirement will take at least three to four weeks as communicated by our foreign Partners In this regard, we request the department to kindly allow and accept the Apostillation documents to be submitted by the successful bidder after the contract award.	Apostilled Documents may be submitted by the successful bidder before execution of Contract Agreement.																																																																																				
23	RFP Notice, Sr No. 5	2	Last Date of Online submission: 31/05/2023 up to 1700 hrs. (IST)	The department is requested to grant an extension for at least one (1) month after publishing the replies to pre-bid queries, enabling us to submit the competitive and quality bid with all formalities required as per the RFP.	Please refer Sr. No. 1.of Corrigendum II (SSD)																																																																																				

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24	---		It is mentioned in the RFP that the Team Lead has to be on the Payroll of the lead firm and Structural Engg on payroll of JV/ Lead (Eligibility Criteria : project Team Strength – page 49 & 50). Please confirm that these resources are expected to be on the payroll before deployment date, after LoA is signed	---	The team member are required to be on the payroll of the successful Bidder company before the issuance of the Work Order. Necessary undertaking shall be submitted by the bidders in this regard during bid submission.
25	Page 47-Clause 5.3.10.1 (4) Minimum Eligibility Criteria	---	We feel it is necessary to ensure that only experienced players capable of handling a project of similar nature and scale participate, thereby avoiding competition dilution from smaller and inexperienced entities. Kindly request an increase in the minimum annual average turnover for sole bidders to 50 Crores, for consortiums to 100 Crores, and for individual consortium members to 30 Crores each.	---	Please refer Sr. No. 5.of Corrigendum II (SSD)
26	Page 32-Clause 4.1 Payment terms	---	Request to please make the payment directly tied to the actual deployment of resources and set on a monthly basis. Request to also please add 10% as mobilisation advance.	---	No Change.
27	Page 50-Clause 5.10.1(Project Team Strength) S No. 1 and 2	---	Kindly request the waiver of the clause regarding similar project experience. This clause restricts our resource pool to fewer than 20-30 individuals globally. Any experienced Project Director with a proven track record in large-scale infrastructure, retail, and/or mixed-use development projects exceeding 500 Cr will be fully capable of leading this project.	---	No Change.
28	5.10.1 Eligibility Criteria Point 1 a)	53	The Sole Bidder/ Consortium Member / JV Partner shall have experience in preparation of Detailed Project Report/ Detailed Feasibility Report/PMC for setting up of at least ONE Giant Observation Wheel (completed up to 90%) of which Lead Bidder should be a registered company, Limited Liability Partnership with min. 8 year in operation.	We request the authority to kindly modify the clause as below:The Sole Bidder/ Consortium Member / JV Partner shall have experience in preparation of Detailed Project Report/ Detailed Feasibility Report/PMC for setting up of at least ONE large Infrastructure/ PPP assignment(including but not limited to Smart cities, tourism) of which Lead Bidder should be a registered company, Limited Liability Partnership with min. 8 year in operation	No Change.
29	5.10.1 Eligibility Criteria Point 4	59	.....Technical Feasibility Study (TFS) OR preparation of Detailed Project Report (DPR) OR having acted as Project Management Consultant(PMC) during the construction phase in at least one project of Giant/Ferris wheel (minimum 100 m diameter) with project cost of minimum INR 500 Crores implemented in the last 25 years or are currently under implementation as on the last date of submission of the bid.	We request the authority to kindly modify the clause as below: The Sole Bidder/ Consortium Member / JV Partner shall have experience in preparation of Detailed Project Report/ Detailed Feasibility Report/PMC for setting up of at least ONE large Infrastructure/ PPP assignment (including but not limited to Smart cities,tourism) of which Lead Bidder should be a registered company, Limited Liability Partnership with min. 8 year in operation.	No Change.



S.N.	Section, sub-section and clause	Page No.	Query	Change requested / Clarification required	Clarification
30	Additional Clause		Indemnity Clause	We would like to request you kindly add the indemnity clause under the Terms of Reference	Please refer Sr. No. 8 .of Corrigendum II (SSD)
31	Additional Clause		Non-Solicitation	We would like to request you kindly add the non-Solicitation clause under the Terms of Reference	No Change.
32	Additional Clause		Non-Exclusivity	We would like to request you kindly add the non-Exclusivity clause under the Terms of Reference	No Change.
33	5.10.1.6 Blacklisting	49	.....indefinitely or any other reason for a period of time as on bid submission date.	"...other period of time..." instead of "...other reasons for a period of time..."	No Change
34	10.2.(2.9) Termination	107	.....Consultant, and sixty (50) days' in the case of the event referred to in (e).	typographical error in the number of days	As it is a draft contract format, suitable changes can be made at the time of execution of contract agreement with the successful bidder.
35	10.2.(2.9) (2.9.1) (f)	108	If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.	In the event, the Employer terminates the Contract for convenience, please confirm if the Employer will pay a certain percentage of the remuneration for the balance services yet to be performed. In the normal course, the Consultant would have performed and earned the whole remuneration fixed for it.	Not acceptable
36	10.2.(2.9) (2.9.2) (c)	108	..... Services for a period of not less than sixty (50) days.	typographical error in the number of days	As it is a draft contract format, suitable changes can be made at the time of execution of contract agreement with the successful bidder
37	10.2.3.8 Liability of the consultant	111	General	It is suggested that overall maximum liability of the Consultant for direct loss or damage be capped to the Agreement Value and delinked from the proceeds of insurance.	No Change
38	10.2.9.3 Payment in case of foreclosure	114	..... The Consultants shall also be reimbursed for reasonable demobilisation expenses, if the contract is terminated.	The Consultant is stated to be given reasonable demobilization expenses in case of foreclosure for any reason. It is requested to consider paying Consultant some equitable compensation equal to a reasonable percentage of the value of the balance services left to be performed to ensure that such abrupt foreclosure does not turn out to be economically detrimental to the Consultant.	No change
39	10.2.8.2 Dispute resolution	114 and 116	.....amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.	Post failure of the first step involving amicable settlement of the dispute, the further steps should have involved neutral authorities whom the disputes could have been referred to eliminate any element of bias. No representative or staff of any of the two parties involved in the disputes should be authorized to adjudicate the dispute as this becomes violative of the principle of natural justice.	No change
40	10.2.5 Payments to the consultant.	113	General	If MMRDA comes to know of any kind of shortcomings/dispute in the invoice, same should be intimated to bidder within 3 days of receiving the invoice.Also, we presume that the payment will be made in 15 days after settling of the dispute in the invoice by MMRDA to the consultant.	Not acceptable