

Response to Pre-bid queries regarding ‘Appointment of Transaction Advisor for disposal of plot at Nariman Point for Metro Line 3’ RFP

Date: August 18, 2023

Ref: Request for Proposal (RFP) for ‘Appointment of Transaction Advisor for disposal of plot at Nariman point for Metro Line 3’ RFP published on July 24, 2023

Given below is a compilation of response to the queries received from interested bidders regarding ‘Appointment of Transaction Advisor for disposal of plot at Nariman point for Metro Line 3’ RFP. The responses may be taken into consideration in the bid submission.

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| 1 | Clause 1.1.2.2, Pg no. 12 | We request the Authority to provide details on the site, including below: <ul style="list-style-type: none"> • Location / coordinates • Site plan with existing structures • Contour map • Studies/Appraisals/Valuations conducted in past | Refer Addendum-1 (Sr. No. 1) for details on the site for the following: <ol style="list-style-type: none"> 1. Site Location/ Coordinates 2. Site Plan 3. Summary of plot appraisal <ul style="list-style-type: none"> • Contour map of the site is not available. • In order to review the Studies/ appraisals/ Valuations conducted in the past, refer to Clause 1.9 (page no. 14 & 15) of the RFP. |
| 2 | Clause 1.1.2.3, Pg no. 12 | Kindly confirm if Rehabilitation is envisaged with the Plot Area of 1.68 Hectare or the Authority has identified any other land parcel for Rehabilitation of the said offices. Kindly provide details for the same. | The Rehabilitation carpet area is envisaged within the plot area of 1.68 Ha. Refer Addendum-1 (Sr. No. 3) for details on corrected Rehabilitation carpet area. |
| 3 | Clause 1.8, Pg. no. 14 | We request the Authority to kindly extend the Tender Submission End Date upto two/three weeks from the date of issuance to the response to the queries received in Pre-Bid Meeting. This will enable the Tenderer to best draft proposal as per the clarity provided by the Authority in response to the Pre-bid queries. | Refer Addendum-1 (Sr. No. 2) |
| 4 | Clause 2.2 & 3.1.3, | Developing a workable design concept in line with the vision is an important aspect of the proposal that MMRC will put to market. In this regard, in addition to the | The Real Estate Expert cum Team Leader is designated with the responsibility to develop a workable design concept in line |

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| | Pg. No. 16 & 35 respectively | commercial experts, a design expert should be part of the key personnel. The experience requirements should be as follows: Urban Planner/ Urban Designer/ Architect: <ul style="list-style-type: none"> • Min 10 years’ experience • Should have worked as an Architect /Urban Planner / Designer for Master planning/ Architectural design consultancy assignments in the last 5 years for at least five sites in urban areas with at least one in MMR | with the vision of the project. Refer Addendum-1 (Sr. No. 4) for the updated responsibilities for the same. In addition to the above, the consultant may engage support Staff or sub-consultants for providing Architectural Services. |
| 5 | Clause 2.3.2 (D), Sr. No. 2 Pg. no. 18 | We request the Authority to kindly amend the referred criteria as below: Transaction Expert <ul style="list-style-type: none"> • Years of professional experience - 12 years in real estate and infrastructure consulting | RFP conditions prevail |
| 6 | Clause 2.3.2 (D), Sr. No. 3 Pg. no. 18 | We suggest the minimum years of experience for Finance expert to be reduced to 12 years commensurate to the experience required for the transaction in question. The highest band of experience may be kept at >=15 years. | RFP conditions prevail |
| 7 | Clause 2.3.2 (D), Sr. No. 4 Pg. no. 19 | Kindly note that we do not provide any legal services directly or indirectly (using a sub-consultant), since we are not permitted to provide the same as per our MoA and AoA. Hence, we request you to either amend the term “Legal Expert” to “Contract Expert” at all places in the RFP or allow JV/consortium with only legal firms. | RFP conditions prevail |
| 8 | Clause 2.3.2 (D), Sr. No. 4 Pg. no. 19 | We suggest minimum years of experience for Legal expert to be reduced to 10 to 12 years commensurate to the experience required for the transaction in question. The highest band of experience may be kept at >=15 years. | Refer Addendum-1 (Sr. No. 5 & 7) |
| 9 | Clause 2.21.2, Pg. no. 30 | We request the Authority to kindly reduce the performance security deposit to 5% (five per cent) of the Agreement Value. | RFP conditions prevail |
| 10 | Clause 2.27, Pg. no. 32 | Indemnity We request the authority to kindly amend the referred clause as below: | RFP Conditions prevail |

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| | | <p>“The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 1 (one) time the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.”</p> | |
| 11 | Clause 3.1.3, Sr. No. 1, Pg. no. 34 | <p>Relevant Experience of the Applicant It is requested that the extra weightage shall be provided for the assignments undertaken in Maharashtra. Hence, we request the authority to kindly amend the referred clause as below:</p> <ul style="list-style-type: none"> a) Minimum 5 assignments as per Technical Eligibility as specified at 2.3.2 (A) - 15 marks b) Each additional 1 assignment – 2.5 mark / assignment (max 10 marks) c) If any assignment from above undertaken in Maharashtra then such assignment would be awarded 2.5 marks in addition to the marks provided under para (a) and (b) above, subject to a maximum of 25 marks in the criteria. | <p>Refer Addendum-1 (Sr. No. 6)</p> |
| 12 | Clause 3.1.3, Sr. No. 1, Pg. no. 34 | <p>Relevant Experience of the Applicant Developing a workable design concept in line with the vision is an important aspect of the proposal that MMRC will put to market. In this regard, in addition to the transaction advisory experience we feel the consultant team should have master planning/ architectural design experience. The 25 marks allocated for technical experience should include 10 marks for design experience. The technical experience clause maybe as follows: "Master planning/ Architectural design consultancy services in the last 5 years for at least 2 sites in urban areas with an area of 5 acres"</p> <ul style="list-style-type: none"> • 1-2 assignments - 5 marks • 3 assignments - 7.5 marks • >= 4 assignments - 10 marks | <p>RFP Conditions prevail</p> |

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| 13 | Clause 3.1.3, Sr. no. 2, Pg. no. 34 | Relevant Experience of the Key Personnel In para (a) of the referred clause, it is mentioned that 40% marks will be awarded for the years of experience as specified at 2.3.2 (D). However, at page 35, a different marking scheme is proposed to award the 40% marks. We request the Authority to kindly align the conditions at both places. | Refer Addendum-1 (Sr. No. 5 & 7). |
| 14 | Clause 3.1.3, Sr. no. 2, Pg. no. 34 | Relevant Experience of the Key Personnel We request the Authority to amend the following Relevant Experience of the Key Personnel- 40 marks | RFP Conditions prevail |
| 15 | Clause 3.1.3, Sr. No. 3, Pg. no. 34 | We request the Authority to amend the following: Understanding the TOR- 35 marks with increase in the marks in subcategory (b) Eligible Bidders will be invited to give a 15-min presentation followed by min 5min Q&A - 25 marks | RFP Conditions prevail |
| 16 | Clause 3.1.3, Sr. No. 2(a), Pg. no. 35 | Real Estate Expert cum Team Leader- 20 marks We request the Authority to amend the following Real Expert cum team Leader- 10 marks with the following break-up a) Years of experience as specified at Table A(1)- total 4 marks (40%) <ul style="list-style-type: none"> • Min 15-year experience - 2 Marks • Additional every 2 years - 1 Mark b) Should have worked as a Team leader for 5 (Five) Eligible Assignments as specified at 2.3.2- Total 6 marks (60%) <ul style="list-style-type: none"> • Minimum 5 Eligible Assignments- 4 marks • Additional each 1 assignment- 1 mark | Refer Addendum-1 (Sr. No. 7) |
| 17 | Clause 3.1.3, Pg. no. 36 | Criteria for Evaluation Projects in the Mumbai Metropolitan Area/ Maharashtra should be given higher weighting and should be given 2 marks each project as compared to 1 mark (max 4 marks) | Refer Addendum-1 (Sr. No. 6) |

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| 18 | Clause 3.1.4 (a), Pg. no. 36 | <p>Eligible Assignments</p> <p>We request the Authority to amend the following: Advisory/ Consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity or PPP entity with significant Govt. holding in respect of preparation of financial feasibility/ revenue modelling/ preparation of transaction/ bid documentation/ managing bidding process, for executing land/ building/ Real Estate transactions through private participation and transaction of a consolidated value of at least Rs. 300 crore (Rupees Three hundred Crore) in case of a project in India, or US \$50 million (US\$ Fifty million) for projects undertaken elsewhere (the "Government Projects")</p> | Refer Addendum-1 (Sr. No. 8) |
| 19 | Clause 3.1.4 (a), Pg. no. 36 | We request the Authority to kindly consider the experience in PPP transactions in infrastructure sector. | RFP Conditions prevail |
| 20 | Clause 3.1.4 (b), Pg. no. 36 | We would like to understand how Land & Building Transactions (to sale/leasing of land and/or buildings to private agencies through open market bid) will be interpreted for private sector entities? | <p>Land and Building Transactions for private sector entities mean any Successful Transactions related to sale/ leasing of land and/or buildings to Private agencies through open market bid or through private negotiations.</p> <p>Refer Addendum-1 (Sr. No. 8)</p> |
| 21 | Clause 3.1.4 (b), Pg. no. 36 | <p>We request the Authority to amend the following:</p> <p>Assignment undertaken in respect of preparation of revenue model and preparation of transaction/ bid documents and bidding process for executing Real Estate transactions* for private sector entities shall be considered for evaluation if: (a) the transaction value exceeds Rs. 100 crore (Rupees One hundred Crore) in case of a project in India, or US \$ 50 million (US \$ Fifty million) for projects elsewhere; and (b) the professional fee for the assignment was at least Rs. 1.0 cr</p> | Refer Addendum-1 (Sr. No. 8) |

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| | | (Rupees Once Crore) in case of a project in India, or US \$50,000 (US \$ Fifty Thousand) for projects elsewhere (the "Private project") | |
| 22 | Schedule 1-3.1 (iv), Pg. no. 45 | Since the subject site is proposed for disposal to an investor that provides the best commercial offer to MMRCL, it is suggested that the design flexibility shall be provided to the successful developer. Hence, we request the Authority to exclude the referred clause from the scope. | RFP Conditions prevail |
| 23 | Additional Clause to Schedule 1-3.1, Pg. no. 45 | As part of the assignment road shows and meetings with prospective bidders will have to be carried out. In our experience, creating 3D visualizations and a video of the proposed development is an important aspect of the pitch. Creating of brochures, videos and other collaterals should be included in the project scope of services. | Refer Addendum-1 (Sr. No. 15) |
| 24 | Schedule 1-3.16(i), Pg. no. 48 | We understand the Consultant must provide support to MMRCL in conducting the investor meets and MMRCL will bear all the cost associated with such meets including travel expenses for officials, expenses related to reservations of venue, etc. Kindly confirm. | Refer Addendum-1 (Sr. No. 9) |
| 25 | Schedule 1-5.1 (i), Pg. no. 49 | The time allocated for meetings and road shows is extremely short, we feel several such events will be required. Further, based on our experience and considering the size of the transaction the tendering process will take a minimum of 2-3 months. We suggest that the project period be extended from 20 weeks to 30 weeks to comprehensively cover the above. | RFP Conditions prevail |
| 26 | Schedule 1-5.2, Pg. no. 50 | KD1 Inception Report: We request the authority to consider changing the payment plan and include at least 10% on submission of inception report to accommodate the time and effort invested by the consultant. | Refer Addendum-1 (Sr. No. 10) |
| 27 | Schedule 1-5.2, Pg. no. 50 | KD2 Appraisal Report: We request the Authority to increase the timeline from 8 weeks to 11 weeks to conclude the Feasibility study / Appraisal Report. | RFP Conditions prevail |

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| 28 | Schedule – 5.2, Pg. no. 50 | Please clarify how the Base price will be determined for Success Fee? | <p>Refer Addendum-1 (Sr. No. 10) for changes in the Success Fee table.</p> <p>The Base Price would be determined by MMRC in consultation with the appointed Consultant and would be at the discretion of the client. The consultant has to demonstrate the optimum potential of the plot and the same would be considered as the Base Price.</p> |
| 29 | Schedule 2- 1.1 (f), Pg. no. 59 | <p>“Conflict of Interest”: Request the Authority for deletion of this clause</p> | RFP Conditions prevail |
| 30 | Schedule 2- Clause 2.7.1.1, Pg. no. 64 | <p>We request the Authority to amend the following:</p> <p>For the purposes of this Agreement, “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 reasonably 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), <u>pandemic, lockdown,</u> confiscation or any other action by government agencies.</p> | Refer Addendum-1 (Sr. No. 11) |
| 31 | Schedule 2- Clause 3.2, Pg. no. 68 | <p>Conflict of Interest: We request the Authority to deletion the clause as this will be in contravention to services provided by the consultant in other business departments.</p> <p>Deletion of Clauses - 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.2.5, 3.2.6, 3.2.7</p> | RFP Conditions prevail |

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| 32 | Schedule 2- Clause 3.4.3, Pg. no. 72 | <p>Request to amend the clause as follows:</p> <p>The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services or breach of contract or warranty, the Consultant, with respect to damage caused to the Authority, shall not be liable to the Authority:</p> <ul style="list-style-type: none"> i. for any indirect or consequential loss or damage; and ii. (for any direct loss or damage that exceeds (a) the Agreement Value paid as in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is lower. | RFP Conditions prevail |
| 33 | Schedule 2- Clause 3.4.4, Pg. no. 72 | <p>We request the Authority to Amend the clause:</p> <p>Consultant endeavors to provide services to the best of its ability and in bonafide good faith. The Report issues shall be only for the use of the Authority. In the event authority provides a copy of the Report to, or permits reliance thereon by, any person or entity not authorized by Consultant in writing to use or rely thereon, authority hereby agreed to indemnify and hold Consultant, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including reasonable attorney's fees, incurred in investigating and defending any claim arising from or in any way connected to the use of , or reliance upon, the Report by any such unauthorized person or entity, Consultant disclaims any and all liability to any party other than authority.</p> | RFP Conditions prevail |
| 34 | Schedule 2- Clause 3.4.4, Pg. no. 72 | Request the authority to remove this clause. | RFP Conditions prevail |

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| 35 | Schedule 2- Clause 3.8, Pg. no. 73 & 74 | <p>We request the Authority to deletion of this clause in entirety and replace it as following:</p> <p>3.8 INTELLECTUAL PROPERTY RIGHTS</p> <p>Authority agrees that Consultant retains all copyright and other intellectual property right in everything developed by it either before or during the course of an engagement including systems, methodologies, software know-how and working papers. Consultant also retains all copy rights and other intellectual property rights in all reports and written advice or other materials provided by it to Authority although Authority will have full right to distribute copies of these materials within its organization for the purpose of this engagement.</p> | RFP Conditions prevail |
| 36 | Schedule 2- Clause 3.10, Pg. no. 74 | <p>We request the Authority to Amend the clause:</p> <p>The Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the records of the Services and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.</p> | Refer Addendum-1 (Sr. No. 12) |
| 37 | Schedule 2- Clause 3.11, Pg. no. 74 | <p>We request the Authority for deletion of this clause in entirety and replace it with the following:</p> <p>3.11 CAVEATS & LIMITATIONS</p> <p>Consultant has endeavored to develop forecasts based on market demand, supply and pricing on assumptions and market information that are considered relevant and reasonable at the point of time of report generation, which shall be disclosed in the Report. The use of the Report at a later date may invalidate the assumptions and basis</p> | RFP Conditions prevail |

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| | | <p>on which forecasts have been generated, and therefore, is not recommended as a sole input to a financial decision.</p> <p>In the course of performing its Services hereunder, Consultant shall rely on information and opinions, both written and verbal as currently obtained from Authority as well as from third parties, including limited information on the market, financial and operating data which information Consultant shall accept as accurate in its reasonable, bonafide belief. No responsibility is assumed for information furnished by Authority or third parties that Consultant accepts as accurate in its reasonable, bonafide belief.</p> | |
| 38 | Schedule 2- Clause 3.11, Pg. no. 74 | <p>We request the Authority to Amend the clause:</p> <p>The Consultant shall be responsible for accuracy of the documents drafted and / or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of gross negligence or willful misconduct on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</p> | Refer Addendum-1 (Sr. No. 13) |
| 39 | Schedule 2- Clause 4.6, Pg. no. 76 | <p>Real Estate Expert and Project Manager</p> <p>Request the Authority for deletion of this clause</p> | RFP Conditions prevail |
| 40 | Schedule 2- Clause 5.4, Pg. no. 77 | <p>We request the Authority for amending this clause:</p> <p>In consideration of the Services performed by the Consultant under this Agreement,</p> | RFP Conditions prevail |

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| | | the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement. In case of any delay on the part of the Authority in releasing payments, the authority is liable to pay an interest of 18% p.a. on the outstanding amount. At any given point of time, the aforesaid fee is non-refundable and non-adjustable. | |
| 41 | Additional Clause to Schedule 2- Clause 6 | We request the Authority the add the following clause: The aforesaid invoices will be raised by Consultant on final submission of report or within 21 working days of submission of the draft report, whichever is earlier. The invoices raised by the Consultant shall be payable within 15 days of receiving invoice. In the event, if client delays payment of invoice then Consultant has full right to levy 18% p.a. interest on delay payments of invoices | RFP Conditions prevail |
| 42 | Schedule 2- Clause 7, Pg. No. 78 | Liquidated damages and penalties: We request the Authority for deletion of this clause | RFP Conditions prevail |
| 43 | Schedule 2- Clause 9.4.2, Pg. no. 81 | We request the Authority to add/amend the clause as following: 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules and Arbitration and Conciliation Act, 1996. | Refer Addendum-1 (Sr. No. 14) |
| 44 | Additional New Clause | In view of a level playing field for all consultants participating in this tender, we request the Authority for addition of this clause as follows: The Consultant and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances, if the firm has | RFP Conditions prevail |

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| | | <p>been engaged with MMRCL in the previous three years for the same land parcel.</p> | |
| 45 | <p>Additional New Clause</p> | <p>Clause related to Anti-Bribery and Anti-Corruption (ABAC)</p> <p>Since we are a global firm we request the Authority to include the 'ABAC/Sanctions/AML clause as under:</p> <p>In connection with performance of this Agreement, The Client and the Consultant each represent and warrant to the other Party that they comply with, will comply with, and will not cause the other Party to violate, all applicable laws related to anti-bribery or anti-corruption (Anti-Corruption Laws"), including, but not limited to, the US Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 et seq.), and the UK Bribery Act of 2010.</p> <p>Sanctions & Anti-Money Laundering. The Client represents and warrants that:</p> <p>a. In connection with performance of this Agreement. The Client and its shareholders, directors, officers, or employees comply with, will comply with and will not cause the Consultant to violate applicable laws related to the import and export of goods, technology and services, economic or financial sanctions, trade embargoes, or other restrictions on trade ("Sanctions & Trade Controls"), including, but not limited to, sanctions laws and regulations of the United States (as administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and US. Department of State), the U.S. Export Administration Regulations (31 CFR Parts 730-774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), U.S. antiboycott regulations (as administered and</p> | <p>RFP Conditions prevail</p> |

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| | | <p>enforced by the U.S Department of Commerce's Office of Antiboycott Compliance and the U.S. Department of the Treasury's Internal Revenue Service), and sanctions laws and regulations of the United Kingdom (as administered and enforced by Her Majesty's Treasury), provided that the representations and warranties contained in this [Clause C] are given only to the extent that they would not result in a violation of or conflict with Council Regulation (EC) No 2271/96, as amended (or any law or regulation implementing such Regulation in any member state of the European Union or any equivalent law or regulation in the United Kingdom). the German Foreign Trade Act or any similar applicable anti-boycott or blocking law or regulation:</p> <p>b. In connection with performance of this Agreement, The Client and its shareholders, directors, officers or employees comply with, will comply with and will not cause the Consultant to violate applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements (AML Laws), including, but not limited to, the Bank Secrecy Act (31 U.S.C. 59 5311 et seq.).. Money Laundering Control Act of 1986 (18 USC §5 1956 et seq.). USA PATRIOT Act. EU Money Laundering Directives, UK Prevention of Terrorism Act 2005. UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, and UK Anti-Terrorism. Crime and Security Act 2001</p> <p>c. neither The Client nor any of its shareholders, directors, officers, or employees (1) is blocked debarred, designated, excluded, sanctioned, or</p> | |

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| | | <p>denied import or export privileges under applicable Sanctions & Trade Controls and/or AML Laws: (1) located in resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls ([at the date of the this Agreement], Crimea, Cuba, Iran. Syria or North Korea); or (ii) owned (with a 20% or greater interest) or controlled by any person identified in (a) collectively "Restricted Persons"), and</p> <p>d. In connection with performance of this Agreement. The Client is not engaged in and will not knowingly engage in, any dealings or transactions or be otherwise associated with Restricted Persons[in violation of Applicable Law or provided that, if a person is considered a Restricted Person solely based on its inclusion in a relevant list but its inclusion on that list is limited to a specific purpose or purposes, that person would be considered a Restricted person only with respect to that specific purpose or purposes and not any other purpose or purposes. If, at any time, The Client becomes aware that any of the representations set out in Clause (c) (Sanctions & Anti-Money laundering)] are no longer accurate, the Client will notify the Consultant immediately in writing.</p> <p>Termination. The Consultant will have the unilateral right, exercisable immediately upon written notice, to terminate this Agreement and will be entitled to receive payment of the service fees for services rendered pursuant to this agreement together with any and all reasonable additional costs incurred due to such early termination in the event that:</p> <p>a. in connection with performance of this Agreement. The Client violates, or causes the Consultant to violate,</p> | |

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| | | applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws. b. the Consultant believes in good faith that The Client has acted in a way that may subject the Consultant to liability under applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws, or c. The Client or any of its direct or indirect shareholders becomes a Restricted Person. | |

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**Director (Planning & Real Estate/NFBR)
Mumbai Metro Rail Corporation Limited**

DISCLAIMER:

All information provided as a part of this document to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions as laid down in the RFP and shall be laid down in the agreement of contract to be executed between Mumbai Metro Rail Corporation and the Applicant.

The objective of this document is to provide information to the interested entities and to facilitate their application for the same. This document does not claim to contain all the information as may be required at the time of execution of the work. Each applicant is advised to conduct its own survey for commissioning the work and check the accuracy, reliability, and completeness of the information in this RFP document and obtain independent advice from appropriate sources as deemed necessary. MMRCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. MMRCL may, at their absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this document or terminate the same.

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