

MINUTES OF THE PRE-BID MEETING

As per the schedule given in the Para-20 of the Tender Document uploaded on the MMRDA E-Tendering Portal inviting E-Tender for Operation and Maintenance of Urban Plaza having Food Court Restaurant with Allied Use at Plot No. C-5 in 'GN' Block of Bandra-Kurla Complex, the Pre-Bid Meeting was held on 15th May, 2014 at 2.00 p.m. in the Committee Room of the MMRDA Office in the presence of Committee appointed by the Metropolitan Commissioner as follows :-

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| (1) The Financial Advisor | – Member |
| (2) The Chief, Transport and Communication Division
(Represented by Dy. Engineer Grade-I) | - Member |
| (3) The Chief Town & Country Planning Division
(Represented by Planner) | - Member |
| (4) The Dy. Metropolitan Commissioner (Lands & Estate) | – Member |
| (5) The Lands & Estate Manager | – Coordinator |

The Meeting was attended by 10 Venders.

3. During the Meeting, discussion was held on various issues about the E-Tender and also E-Tendering Procedure. The Venders have raised the various issues about the E-Tendering mainly about problems faced in down-loading tender and Digital Signature, payment of Tender Cost & EMD and also submission of the documents and forms. A representative of IT Cell has explained about the entire E-Tendering Procedure and payment system.

4. In respect of the queries about the Bid Document, the various issues were raised by the Venders which were discussed during the Meeting and finally it was requested to all the Venders to send their written queries on the E-Mail ID mmrdalandcell@gmail.com or submit in writing. Accordingly, written queries from 3 Venders have been received. As discussed during the Meeting, the reply to these queries is submitted as given follows :-

Sr. No.	Quarries From Bidders	Reply from MMRDA
1	Pg 8 says 10 percent every year later it says on page 26 that it's 5 percent. So it should be 5 percent to be viable	The percentage increase in rent appeared on Page - 8 of Para - 5 in the Tender Document should be read as "5%" instead off "10%".
2	Rent increased should be 5% on every 3 years instead of 10% every year.	
3	Also page 8 says 6 months rent payable at the start. On page 26 it says 3 months.	The lease rent for 3 months shall be paid in advance and not 6 th months. Accordingly next 3 months rent shall be payable at least 15 days in advance.

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4	Also it keeps mentioning no deductions but TDS will have to be deducted by law. This clarify	As per prevailing Acts / Rules / Regulations in this respect, the Bidders may do so.
5	If either ridded wants to match the winner of the shopping or the food court and take the entire building will that option be available and worked out ?	Please refer Para – 14 of the Bid Document (Page-10). The First Right of Refusal is available only for premises at Ground & First Floor.
6	Insurance of premises is on us. It should be building by MMRDA and we insure our own business	Refer Para - 8 of the Bid Document (Page-9). It is the responsibility of Bidder.
7	Page 9 says bank guarantee is 6 months of last 6 month of the rental meaning the 10th year rental. Why so much would MMRDA want and to make it practical. Already MMRDA is taking 6 or 3 months advance rent	Refer Para - 10 of the Bid Document. It shall be as stated in the said Para.
8	What are the lists of deposits that MMRDA expects us to pay as mentioned in the d) line of page 10. This will be helpful Why are we expected to pay property tax for MMRDA property? They should pay.	Refer Para 12 of the Bid Document (P - 9 & 10).
9	Can we change modify the walls of the shops given based on what we have as a plan for the food court on the ground and first floor?	Refer Article 2(c) and Article 4 (b) of the form of Lease Deed annexed to the Bid Document.
10	Can the winner of the building maintain and run the public toilet that's on the side of the complex? As a social service and part of a complete service and goodwill	The Public Toilet exist adjoining to Urban Plaza is separate premises therefore it can not be included in the Urban Plaza.
11	We would like all approvals of liquor NOC letter with agreement signing	Refer Para - 8 of the Bid Document (Page - 9).
12	Can the shopping floors be made into food complex and reduce 3 floors to one?	As stated in Para – 3 of the Bid Document, Hall for Super Market can be used for Super Market only.
13	Option to Multiple Commercial use should be allowed as part from just supermarket.	However it is now permitted to use 25% of the total area of the Super Market (i.e. 249.547 Sq. Mtr. out of 2 nd , 3 rd & 4 th Floor) for Restaurant / Food Court, subject to condition that the Bidder should obtain advance permission from the MMRDA.

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14	Site is closed to go till the top. When can we all see the premises?	Refer Para - 19 of the Bid Document (Page - 13).
15	We are also having tie up partners. So can MMRDA elaborate on clause p on page 25. This 10 percent on the stamp duty charged is a transaction fee for what?	Refer Article 2(p) of the form of Lease Deed annexed to the Bid Document.. The 10% of the Stamp Duty chargeable on the instrument of intended transfer is the Assignment charges.
16	What is this RE ENTRY clause and what does it mean exactly	Refer Article - 6 of the Lease Deed (Page - 27).
17	Kindly grant at least 6 months as gestation period to H1 bidder before starting lease rental as the same period will be required to start business in the premises.	The successful Bidders shall be allowed 4 months preparatory period from the date of signing the Lease Deed in this respect and no rent shall be charged for this period. However, this period shall be inclusive of the 10 year lease period and Bidders has to fulfill all other requirement especially payment of advance rent, security deposit, etc. before signing the Lease Deed.
18	A Grace period of 1 month every year to be considered as per the markets conditions and utilization or a grace period of 6 months should be given after payment of Fixed Lessee Premium.	
19	Please clarify, in case we participate for bid only for food court (ground & 1 st floor) the built-up area after sharing the common services will be considered.	Refer Para - 5 of Bid Document (P - 7 & 8). The proportionate area of Basement shall be as follows as shown on the plan attached herewith :- <u>Shops & Food Court</u> <u>Super Market</u> 23.151 Sq. Mtr. 75.991 Sq. Mtr.
20	Please clarify whether lease rentals per month quoted is for total built up area inclusive of toilets, staircase, lift, lobby, passage, opla, elevation, terrace /stilt or for usable area mainly covering shops and floor court only.	Refer Para - 5 of the Bid Document (Page -7 & 8). Offer is for the usable area and common area and services. But area mentioned as lobby, passage, opla, elevation projection, terrace, stilt attached to the respective units of the premises shall be under the control of respective premises.
21	Whether the common service area mentioned in Clause No. 3 (page 7) will be offered on lease as per MMRDA by-laws.	
22	Rental should be taken for carpet area and not for built-up or common areas.	
23	Please also confirm whether lease rentals will have to be quoted on per sq.mtr. basis or on lump sum basis.	Refer Para - 5 of the Bid Document (Page - 7 & 8). Lease Rent is to be quoted in lump sum per month.
24	Please clarify whether parking lots are been allocated for food court and super market separately.	Please refer Sr. No. 19 above.
25	Since health license is required for operating food court and as per governing norms car parking is mandatory for obtaining the health license, please clarify whether separate car parking is allotted for food court.	

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26	Fixed Upfront Lessee Premium should be reduced to 50% for upper three floors as realization will also be 50% from 2 nd to 4 th Floor	Suggestion could not be accepted.
27	Entire Building should be given to one company so that there is no dispute for the common area utilization.	Suggestion could not be accepted.
28	Bifurcation of area for basement for basement + ground floor + first floor and second floor + third floor + fourth floor should be given to pay the rental to MMRDA.	Refer Para - 5 of the Bid Document (Page – 7 & 8).
29	Can we submit EMD in the shape of bank guarantee as it is a refundable EMD.	Suggestion could not be accepted.
30	How much is the present MCGM Taxes / Property Tax / Non Agricultural Tax / License Fee / Deposits / Stamp Duty / Registration charges.	This may be assess from the respective Authorities.
31	Why a contractor has been given a First Right of Refusal as he is just a contractor not a owner nor a investor / BOT holder.	This is the decision of the MMRDA
32	What are the grounds of revoke as mentioned in Para 16 that the EMD will be forfeited.	Refer Para – 16 of the Bid Document (Page 13).If the highest Bidder does not accept the offer made by the MMRDA, their EMD shall be forfeited.
33	Can we take a bank loan on the property as we are paying Rs. 1.00 Cr. Lessees Premium and the property will be with us for a period of Ten years.	Refer in Article 2(p) of the form of the Lease Deed annexed to the Bid Document (Page – 25).
34	We should be given the right to sublet in contrary P Clause which says we don't have the right to sublet the property	
35	Is there any possibility of Getting extension after completion of ten years of First Right of Refusal?	There is no provision for extension.
36	We will buy the Tender in the name of JMD Global Pvt. Ltd. and form an SPV with Restaurant Company, Super Market Company and other Commercial Entities. Is that Allowed?	They may form the SPV / JV and Tender should be submitted in the name of SPV / JV and submit the eligibility document of the partners of the said SPV / JV collectively.

These Minutes of the Pre-Bid Meeting shall form part and parcel of the Bid Document.

Sd/-

(A.R. Wankhade)
Dy. Metropolitan Commissioner
M.M.R.D.A.

