

Sub : Minutes of the Pre-bid meeting for Block 'C' (Commercial) Wadala Truck Terminal (WTT)

Sr. No.	Queries raised by Prospective Bidders	MMRDA's Reply
1)	<p>A map indicating location of plot being offered is enclosed as Annexure –B and Measurement Plan is enclosed as Annexure – C.</p> <p>Annexure B&C are missing from the RFQ document. Please provide the same. We also suggest that along with the map of the plot and the SPA area master plan, a map of all the integrated transport facilities plan should be provided by MMRDA to developers.</p>	<p>Annexure- B & C is already enclosed with the bid document. The master plan will be made available to the successful bidder.</p>
2)	<p>MMRDA intends to lease for a term of 65 years, a commercial plot located in Wadala Truck Terminal (WTT), for offices purposes.</p> <p>Since building life is generally 50 years, hence we suggest that lease period should be extended to 99 years. This will allow developer to redevelop building after life period is over. Also selling of residential property will be easy if lease period is extended to 99 years.</p> <p>Also we suggest that if MMRDA goes for rebidding the plot at the end of lease period then current developer may be provided Right of first refusal.</p>	<p>Please refer para 1.3 of the bid document.</p> <p>Please refer Clause 3(p) of the Form-E of Annexure –D of the Bid document.</p>
3)	<p>In order to have a healthy competition suggesting good self to relax the height criteria a said clause down to 100 m. from 200 m.</p> <p>Are all categories of bidder required to have 200 m building experience ?</p>	<p>The bidder shall have constructed / completed a building of height not less than 100 m.</p> <p>Please refer para 2.1 (I) (vi) of the bid document.</p>
4)	<p>MMRDA mentions the standard conditions mentioned in the earlier bid documents</p> <p>Which all earlier bid documents MMRDA refers to and what are the conditions mentioned in them will be followed.</p>	<p>The words "In addition to the above condition, the standard conditions mentioned in the earlier bids documents" are now deleted.</p>
5)	<p>Please confirm that area of Recreational Ground will be included for calculation of ground coverage area of this plot. License provided to developer for land.</p>	<p>Please refer para 1.4 table of the bid document.</p>
6)	<p>The total plot area including commercial and R. G. will be 9,26,000.00 sq.m. (9.26 ha.)</p> <p>Please confirm the total plot area as 9,26,000 sq.m. is not equivalent to 9.26 ha.</p>	<p>Now read as 92600 sq. m. (9.26 ha.) wherever it is mentioned in the bid document.</p>
7)	<p>What percentage of Residential/ Commercial development is allowed based upon Development Control Rights or SPA?</p>	<p>The commercial development shall not be less than 50% of the permissible built up area.</p>
8)	<p>The table mentions all payment dates as 31 Dec 2011 instead of 5 years on. Please confirm the dates of premium payment.</p>	<p>Provision modified. Please refer Annexure-I below.</p>

9)	The payment table mentions minimum amount due every year. The text in payment table should be : 'shall not be cumulatively less than' as bidder paying higher than min amount in initial years will be left with lower than min payment in later years.	Provision modified. Please refer Annexure-I below.
10)	The bidder will submit the Bank Guarantee (BG) of the equivalent amount of the subsequent year i. e. before 31st December of that year to MMRDA. Please confirm whether BG is for next years amount only or for cumulative amount left to be paid. We suggest that the statement should mention that BG will not to be replenished if deducted for premium payment for that year as next years BG will be given for next payment.	No changes.
11)	Please specify the Development charges and other charges that have to be paid to MMRDA.	As per MR&TP Act.
12)	We suggest that property taxes and other taxes/cess should be paid by MMRDA as ownership is with MMRDA. Also Developer should not be asked to pay any taxes payable before lease.	Please refer Clause 3(e) and (f) of the Agreement to Lease of Annexure-D of the bid document.
13)	We suggest that MMRDA should not ask for arrears as land revenue because they are already having a provision of Bank Guarantee.	Please refer Clause 3(f) of the Agreement to Lease of Annexure – D of the bid document.
14)	i) What is a significances of 25 Nos. in case of drawings to be submitted?	Adequate no. of drawings to fully explain the project. The design shall be submitted not more than 25 drawings.
15)	a) The Criteria's mentioned on page- 7 & page – 12 i. e. 2-1(l) are same. Those differs from the criteria's which are mentioned in 1.2 & Annexure – A – Please Clarify.	The para 2.1 (l) (vi) is not a part of VI categories.
16)	Has MMRDA approached to the Civil Aviation Department? If yes what is their response ?	Yes, MMRDA approached the Civil Aviation Department. However, Clearance shall be obtained by successful bidder.
17)	Corporate Developers – Should have carried out projects of not less than Rs. 100 Crores in the last 5 years, which differs with requirement of gross turnover mentioned in point 2.1(i) (v) (i.e last financial year Rs. 100 CR)	No change.
18)	Can the experience of Associate or Group Company be considered for Qualification Experience? If yes who do you define Associate or Group Company?	No change.
19)	Site is currently used for casting yard. When can it be vacated ?	The site will be vacated before giving the possession to the allottee.
20)	If any company qualifies on their own & wins the bid, can a joint venture be formed later on for ease of execution? Or any other purpose?	Yes, it will be transferred as per the Clause 3(n) of the Form- D of Annexure – D of the bid document.
21)	What is status of land use – N. A. / Non N. A.	Conversion to N. A., responsibility of the allottee.

22)	What should be the document required for supporting value of work done in the last 5 years? And exclusive office work?	No change.
23)	What is a definition of "Bidding Company" in case of "Joint Venture"?	Please refer para 2.1 of the bid document.
24)	Is the said plot affected by CRZ	No
25)	Request for grant of extension of submission of bid documents at least 40 to 45 days.	The last date for sale of bid documents, receipt of sealed bids and opening of bids is extended from 23 rd April, 2010 to 25 th May, 2010.
26)	Approvals like Environment Clearance, NOC from Civil Aviation Department, High-rise Committee generally require a period of minimum 12 to 15 months. So we request your goodself to consider the date of final approval as date of commencement of the work and a period of 5 years for construction should be considered from the date of receipt of approval.	No change.
27)	Penalty clause : As already discussed during the pre-bid meeting regarding the penalty clause for delay, please consider a case of no penalty or minimum penalty in case delay in due to a valid reason, say delay in the environmental clearance or such reasons which may not be in the hands of the bidders.	As per Authority's decision.
28)	To reduce the requirements of the Project Design architect to those having an experience of designing a 100m. high tower.	The requirement of the project design architect to those having an experience of designing is reduced from 250 m. to 100 m. of tall tower.

Annexure – I

Bidder can choose any of the following options for payment of Rs. 2475 crores (MRP)

Option 1:

Total lease premium of Rs. 2475 crores of the amounts quoted whichever is higher within 3 months of offer letter.

Option 2:

Total lease premium of Rs. 2475 crores or amount quoted whichever is highest in deferred installments in proportion indicated below + the interest on deferred installment i.e. at 10% per annum. In no case that cumulative amount paid excluding the interest shall be less than the amount in Column No.D in Table below or shall be equal to amount in Column No.E.

A	B	C	D	E
East cost	Percentage	Amount (Rs. In crores)	Cumulative amount (Rs. In crores)	Amount + Interest (Rs. In crores)
Upfront	10.00%	247.50	247.50	247.50
Year 1	5.00%	123.75	371.25	140.00
Year 2	10.00%	247.50	618.75	300.00
Year 3	15%	371.25	99.00	500.00
Year 4	20%	495.00	1485.00	725.00
Year 5	40%	990.00	2475.00	1580.00
Total		2475.00		3492.50

In case bidder pays any amount more than the due amount in particular year, the amount payable in the subsequent year shall be modified suitably using the following formula.

Amount payable = (cumulative premium payable – cumulative premium paid) + interest @ 10% per annum.