## MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (MMRDA)

## MINUTES OF THE PRE-BID MEETING HELD ON 16<sup>th</sup> May, 2023

As per the schedule given in Para – 19 of Tender Document invited for the Operation and Maintenance of Urban Plaza having Food Court Restaurant with allied uses on its Ground and First Floors at Plot No. C-5 in GN- Block of Bandra-Kurla Complex, Bandra (East), the Pre-Bid meeting was held in the Committee Room on the 4<sup>th</sup> floor of the new MMRDA Office Building on 16<sup>th</sup> May, 2023. The following representative of the MMRDA have attended the meeting:-

- 1) Mr. Ramamoorthy S., IAS, Jt. Metropolitan Commissioner
- 2) Mr. A. S. Joshi, Representative of F.A.
- 3) Mr. Rahul V. Wasnik, Representative of Chief, T. & C. Divn.

## The following prospective bidders have attended the Pre-Bid Meeting :-

- > M/s. Hardcastle Restaurant Pvt. Ltd., represented by Mr. K. K. Maharana
- > M/s. McDonalds, represented by Mr. Nilesh Kamble
- > M/s. Shree Sukhsagar, represented by Mr. Narayanan V. & Mr. Prasad
- > M/s. Krushna Facility Management & Hospitality, represented by Mr. Vijay Mekala
- > M/s/ Nest Avenue Ventures, represented by Mr. Rupesh Dhole
- > M/s. Yellow Petals, represented by Mr. Vikas Kalani
- > M/s. Deluxe Caterers Pvt. Ltd., represented by Mr. Avdhut Shingre
- > M/s. Baynew Bay Pvt. Ltd, represented by Mr. Krunal Suchak
- > M/s. Iqra Buildcon Pvt. Ltd., represented by Mr. Sayyed Nizamuddin

.2. During the pre-bid meeting the quarries raised by prospective bidder and also submitted in writing through e-mail and the clarification / reply to these quarries as given in table below:-

Sr. No	Ref. in the Tender Document	Point raised for clarification	Reply to be communicated
1.	2.	3.	4.
1	Para (14) Guidelin es for Submissi on of Tender	Advise what documents need to be submitted in case of a proprietorship firm /Partnership firm.	In case of a proprietorship / parternship firm a copy of firm registration certificate OR a valid of Shop and Establishment license OR a copy of Pan Card issued in the name of Proprietary /parternership firm needs to be uploaded. The copy of latest partnership deed

			needs to be uploaded in case of partnership firm.
2	Para (4A) Preparato ry Period	Consider the preparatory period to be 6 months	No change in Tender document.
3	Para (5) Offer from MMRD A	The contract period to be extended for further one term of 10 years due to huge investment.	No change in Tender document.
4	Para (5) Offer from MMRD A	Consider the increase of 3% over the lease rent of the previous year, every year.	No change in Tender document.
5	Para (5) Offer from MMRD A	Clarify regarding the deduction on lease rent.	The TDS is allowed to be deducted on Rent and delayed interest, however bidder has to submit the TDS Certificate for the TDS deducted amount.
6	Para (5) Offer from MMRD A	Clarify regarding the "Separate bidders for two parts of the premises."	The said Urban Plaza Bldg. has divided in Two Parts viz. (i) Ground + First Floors and (ii) Second to Fourth Floors. The Authority has already appointed a Contractor for $2^{nd}$ part i.e. $2^{nd}$ to $4^{th}$ floor. The Current Tender invited for $1^{st}$ part i.e. Gr + $1^{st}$ floors. As there are two operators the common amenities & services including basement has to be shared between these two operators. Hence as per tender they have to share the said cost as per the proportion of the area available for their operation.
7	Para (8) Responsi bility of the Bidder	Clarify the insurance of the building / premises & equipments including lifts etc.	The Current Tender invited for $1^{st}$ part i.e. Gr + $1^{st}$ floors. Hence it is assumed that, the bidder have to cover the insurance for premises under its operation i.e. Gr and $1^{st}$ floors for this tender.

8	Para (8) Responsi bility of the Bidder	Clarify whether Fire NOC to be obtained by Authority / MMRDA	As stated in Para (8) of Tender Document the Fire NOC has to be obtained by the Bidder and MMRDA may facilitate for getting such NOC.
9	Para (8) Responsi bility of the Bidder	Clarify the maintain of Premises and Carry out all necessary repairs.	The bidder has to maintain the premises and if there any repair work has to be done by the Bidder and it is the bidder responsibility to handover the premises in good condition at the end of lease period.
10	Para (12) Payment of Other Charges	Clarify the Legal documentation charges of Rs. 10,000/-	As per Para (12) of Tender Document the bidder have to paid the Legal Documentation Charges.
11	Para (12) Payment of Other Charges	Consider to share the Stamp Duty Charges	No change in Tender document.
12	Para (12) Payment of Other Charges	Clarify whether the Property Tax to be paid by Authority / MMRDA.	No change in Tender Document and the Property tax has to be borne by the Bidder.
13	Para (13) Eligibilit y and Compete ncy of the Bidder	Clarify regarding the Grade I Certification.	As stated under Para (13) of Tender Document.
14	Form C	Advice for the usage of amenities for Rooftop Restaurant	As stated in Form No. C of Tender Document.
15	Para (8) Responsi bility of Bidder	Advice regarding Liquor serving, veg. & non-veg food.	In regards to serving Liquor, Veg & Non-Veg food it is submitted that, the MMRDA shall issue its NOC on the request of bidder for obtaining such license subject to condition that, the bidder shall obtain all the necessary license / permissions as may be required from the respective competitive authorities
16	Para (5) Offer	Please Advice the Lease Rent – if MMRDA permits food court	As clearly mentioned under Para (5) i.e. Offer from MMRDA that,

	from MMRD A	on 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> floors.	<i>"MMRDA intends to lease Ground</i> <i>and First Floors of such premises</i> <i>together with its facilities on where it</i> <i>is as it is basis."</i> . Also as per the Notice published in the newspaper the MMRDA invited bids for Operation and Maintenance of only Ground and First Floors of the premises of Urban Plaza bldg. Hence it is submitted that, the Bidder has to quote his bid not less than Rs. 14,19,375/- for operating and maintaining the premises on Grond and First of said Urban Plaza Bldg
17	Para (3) Particula rs of Plot & Built- up area of the Food Court & allied uses	Define the exact usable area to be allotted for the Food Courts and Storage	As per the Total Area bifurcation given under Table in Para (3) of Tender Document, the Area mentioned under Gr. Floor and 1 <sup>st</sup> Floor Columns are for Food Court on Ground and First Floor and the total area of 23.151 Sqmtr in basement for storage of Food Court operator of Gr. and 1 <sup>st</sup> floor. However it is erroneously mentioned in Note (3) under Para (3) that, "Offer is being invited for usable area, Common area & Services. But areathe control of respective units of premises." As the said tender is for Ground and First Floor only the same shall be corrected as, "Offer is being invited for usable area on Ground and First Floors, Common area & Services. But area the control of respective units of premises."
18	Para (5) Offer from MMRD A	Advice for the housekeeping of the bldg. and maintenance of CAM	As mentioned under Para (5) of Tender Document, the existing lessee as well as the prospective lessee has to maintain the common amenities & services jointly for which they may form continuum / association for this purpose. If anyone do not pays the CAM Charges, it will be termed as default

			in observing covenants of the Lease Deed to be executed and action shall be taken as provided in lease deed, including penalty as may be decided.
19	Para (19) Schedule of offer	Extend the bid Submission date by 10 more days so as enable bidder to study, analyze and participate effectively.	As the Pre-bid meeting minutes are not finalized, we may extend the last date of submission of bid. The last date of bid submission extended till 06/10/2023. (As per Corrigendum No. 9)
20	Para (5) Offer from MMRD A	At the Ground floor, bidder have requested for permission for temporary seating arrangements for guests and if seating arrangements are not done it will adversely affect the business volume.	The seating arrangement is permissible within the approved BUA.
21	Para (5) Offer from MMRD A	Request to kindly grant permission to use & operate the Rooftop area at 1 <sup>st</sup> floor with a temporary arrangement of tensile structure made up of Ferrari fabric which is fire resistant and heat resistant.	The Permission for use & operate 1 <sup>st</sup> floor Terrace cannot be processed
22	Annexur e- I & II	The drawing / layout plans provided are not clear. Request to provide the same.	" The copy of as-Built Plans issued with MMRDA's OC dt. 10/11/2015 are @ Annexure - I (also available in MMRDA office)
23	Para (5) Offer from MMRD A	All terrace Area should be used for commercial purpose.	The permission for use Terrace area for Commercial purpose cannot be processed
24	Para (12) Payment of other charges	Kindly advice the rate applicable for water charges, electricity charges and Gas pipelines.	As stated in Para (12-c) of Tender Document.
25	Annexur e – III Draft Lease Deed	Bidder shall only be allowed to put Hoarding on First floor and Gr. floor.	As per tender document.

26	Para (4) Facilities / Accessor ies provided in the premises			As required separate meter for Gr & 1 <sup>st</sup> floor will be provided by sub meter & consumption will be calculated accordingly
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3. This Minutes of Pre-Tender Meeting shall form part of the Bid Document & therefore the respective provisions of the Bid Document stands modified / corrected to the extend stated in the Column No. 4 of the above table.

4. These minutes are issued with the approval of the Metropolitan Commissioner.

Sd/-Dy. Metropolitan Commissioner, MMRDA

# Annexure - I

No. TCP(P-2)/BKC-27(CC)/G-N/C-5/88/FC/II/ 1534 /2015

Date: 1 O NOV 2015

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### OCCUPANCY CERTIFICATE

To,

Shri. Z. M. Shaikh (Architect), M/s. Arch Dimensions, G-1, Yellow Rose, 4 – Pali Village, Off. Pali Naka, Bandra (West), Mumbai – 400 050, Maharashtra, India.

Sir,

The development work of "1 level basement for store + Ground + 1<sup>st</sup> to 4<sup>th</sup> floor of Food-Court & Allied Facilities Building for **Mumbai Metropolitain Region Development Auothrity (MMRDA)**" on plot bearing no. C-5 in 'G-N' Block of Bandra Kurla Complex with totar built-up area of 1,764.61 sqm as against the permissible built-up area of 1,770.00 sqm is completed under the supervision of Architect Mr. Z.M.Shaikh (from M/s. Arch Dimensions) having Registration No. CA/83/7837 & Structural Engineer Mr. Asrar Ahmed Jatoo (from M/s. Con Arch India Ltd) having License No. STP/J/ 54. The above "MMRDA's FOOD-Court & Allied Users Building", may be occupied on the following conditions:

- That the certificates under Section 270-% of B.M.G. Act shall be obtained from Hydraulic Engineer, MCGM and a certified copy of the same shall be submitted to this office as ensured by Architect in his letter dt. 15/09/2015;
- 2) That any change in the user in future would require pripe approval of MMRDA,
- 3) That if any change in the user mentioned in completion/as built plans found changed at any time without prior permission of MMRDA then this occupancy certificate granted to your premises will be treated as cancelled and appropriate action will be taken;
- The provisions in the proposal which are not confirming to applicable Development Control Regulations and other Acts are deemed to be not approved;
- That the conditions mentioned in the NGC from GFG, MCGM dt.7/05/2015 shall be binding on the applicant;
- The T&C Division of MMRDA shall comply with MCGM's Circular no. CHE/27921/DP/Gen; dt. 06/01/2014 (in respect of preservation of documents mentioned at sr. no. a) to k) therein;
- 7) The T&C Division of MMRDA shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Office circular No. MFS/10/2012/1099 dated 19/7/2012;
- 8) The T&C Division of MMRDA shall obtain the NOC torm Civil, Aviation Authority & submit the same to MMRDA, before applying for grant of acceptance of Completion Certificate, as ensured by Architect in his letter dt.15/09/2015."
- 9) This permission is issued without prejudice to action if any, under MR&TP Act;
- A set of certified completion plan (Drawing nos. F.01, F-02, F-03, total 3 drawings) is returned herewith.

RIVE

Kours (Sanjay Sethi)

(with enclosures)

Additional Metropolitan Commissioner

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Encl. : Set of as build Plans (Drawing nos. F-01, F-02, F-03, total 3 drawings)

#### Copy to:

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Chief (T&C) Division, MMRDA ----

(without enclosures) (without enclosures)

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