

**Ahmednagar Municipal Corporation**  
**Pre-Bid Meeting Query & Clarification Report**  
 Development of vegetable market & shopping centre in F.P.no.92  
 TPS No. III at Burudgaon road, Ahmednagar  
 E Tender No 225

Sr No	Query/Request	Clarification
1	Refer p.no.21/4.4.1.11, where the concessionaire will be allowed to collect upfront payments from prospective occupants of the part A,B,&C however upfront payment from prospective occupants of component A only is to be collected which may be amended accordingly	Should be read as part A instead of Part A,B & C.
2	Ref p.no14/3.8.2 the bidder has to pay 343.52 lacs as premium amount firstly, Rs36.04 lacs as performance security vide P.no.11 secondly Rs.50.00 lacs to AMC towards the various equipment of gymnasium vide p.no.14 thirdly, fourthly the bidder has also to invest about 2 crores for upcoming projects. it may be brought to your goodself kind attention that huge investment made on the project is at the discretion of ownership of AMC entirely & solely. further the disbursement of collected upfront premium from occupant is also monitored & controlled by the AMC authorities. it is their for requested to waive off the security deposit to facilitate smooth progress of project and blocking of funds and cash flow	Accordingly to the Ref. P.no. 22/4.4.1.18 the concessionaire shall be responsible for all the expenses with respect to maintaining to the shopping centre till the formation of the Cooperative society or end of the concession period whichever later, in case if the concessionaire fails to do so the maintenance cost will be recovered from the security deposit. Thus provision of security deposit cannot be waived. However this security deposit will be charged at the rate of 2% instead of 5%
3	It is requested of make provision in tender document that the concessionaire prior to completion of the concession period shall form a registered co - operative society of the occupants in the	Refer item no. 4.4.1.18 on page no. 22 of tender document.

	commercial complex under the provision of Maharashtra co-operative societies Act 1960 ( Association ) . The concessionaire shall utilize the sum of Rs----- paid by the occupant for meeting all legal expenditure of advocates in connection with formation of the said association, preparing its rules & regulations & by laws & the cost of preparing & endorsing this Agreement			
4	It is requested to incorporate in tender clause for the expenses on the occupancy right shall be refunded under the circumstances when the project is on hold from AMC or any other side except for the reasons not attributable to concessionaire. the AMC shall reduce the hindrances immediately & permanently			Refer page no.29 item no. 4.4.13.1 (b) this is amended as below. Undertake an assessment of the work and other aspects of the project to ascertain the amount of work completed by the concessionaire and assess the compensation payable either by the concessionaire to AMC or by AMC to concessionaire. A panel comprising of Deputy Commissioner, City Engineer, Architect, Town Planner, Chief Auditor and any other person appointed by the Commissioner AMC, would undertake the assessment of the said compensation. This assessment should incorporate the profit, bank interest calculations up till date of work
5	Installment no	percentage of premium	payment duration	Cannot be accepted & should be read as per the tender document
	1	10%	at agreement	
	2	15%	after 12 months of agreement	
	3	25%	after 18 months of agreement	
	4	50%	after 24 months of agreement	
6	As after concession period, the right of concessionaire is ceased & is deemed that the concessionaire is occupant. therefore it is			Page no.22 item no. 4.4.1.17 in addition to that following Ammendment should be added. The Concessionaire after the

	requested to make provision for providing the space on rental basis to occupant, however lease rental & other terms will be followed as per tender conditions	concession period shall be considered as occupant & AMC will lease out the remaining unleased part of commercial space to the concessionaire.
7	The tender has provision of rs.50lacs payment to be paid by bidder on account of gymnasium equipment it is requested to permit the bidder to purchase the equipment as per the list of requirement	Cannot be accepted & the tender conditions are final.
8	The Concession period vide page no. 11 & 17 is 30 months & 36 months respectively. It is requested to clarify please.	The concession period is 36 months & on page no.17 item no. 4.1.12 should be read as concession period shall mean the period of 36 months.
9	The concession period vide page no. 11 & 17 is 30 months & 36 months respectively. It is requested to clarify please.	The concession period is 36 months & on page no.17 item no. 4.1.12 should be read as concession period shall mean the period of 36 months.
10	Ref 4.4.1.17 of page no.22 where the right of concessionaire is ceased completely after the end of concession period. It is requested to make the provision for the developer component open to recover his investment, all financial consequences with profits from commercial area belonging to component A as on page no.7 of tender document.	Page no.22 item no. 4.4.1.17 in addition to that following Ammenmend should be added. The Concessionaire after the concession period shall be considered as occupant & AMC will lease out the remaining unleased part of commercial space to the concessionaire.
11	Refer page no. 34,4.6.4 financing the project from his own resources i.e. from Banks or any other financial institution. Please find h/w attached Loan/Finance point, financing arrangement & security described in detail along with appendices for your goodself consideration & incorporation of tender.	No ammendmend is considered
12	Tender has provisions of 99 years lease for the occupants however the further provisions are unclear. It is requested to consider lease on extendable terms as per the law prevalent at that point of time.	Cannot be accepted & the tender conditions should be final
13	It is requested to make provisions under the Right, requirements	The Concessionaire will be allowed to employ sufficient security

	<p>&amp; obligations of concessionaire. That the concessionaire shall be responsible to keep the plot of land entrusted to him/her/it by AMC for the purpose of the project secured against all the risks, damages due to trespassing/illegal possession. The concessionaire shall employ sufficient security personal or shall take such other steps as it deems fit for the above purpose.</p>	<p>personal or shall take such other steps as it deems fit for the purpose during the concession period only except lowfull person for whom entry cannot be restricted.</p>															
14	<p>Ref 3.8.2/page no. 14 of Vol I - Schedule of premium payment. It is requested to consider the schedule of premium as under for your kind consideration.</p> <table border="1" data-bbox="300 792 991 1271"> <thead> <tr> <th data-bbox="300 792 478 938">Installment No.</th> <th data-bbox="478 792 764 938">Percentage of Premium</th> <th data-bbox="764 792 991 938">To be paid by successfull bidder/concessionaire</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 938 478 1049">1</td> <td data-bbox="478 938 764 1049">20%</td> <td data-bbox="764 938 991 1049">Within 15 days of signing the Agreement</td> </tr> <tr> <td data-bbox="300 1049 478 1125">2</td> <td data-bbox="478 1049 764 1125">25%</td> <td data-bbox="764 1049 991 1125">Before expiry of 12 months</td> </tr> <tr> <td data-bbox="300 1125 478 1200">3</td> <td data-bbox="478 1125 764 1200">25%</td> <td data-bbox="764 1125 991 1200">Before expiry of 18 months</td> </tr> <tr> <td data-bbox="300 1200 478 1271">4</td> <td data-bbox="478 1200 764 1271">30%</td> <td data-bbox="764 1200 991 1271">Before expiry of 24 months</td> </tr> </tbody> </table>	Installment No.	Percentage of Premium	To be paid by successfull bidder/concessionaire	1	20%	Within 15 days of signing the Agreement	2	25%	Before expiry of 12 months	3	25%	Before expiry of 18 months	4	30%	Before expiry of 24 months	<p>Cannot be accepted &amp; the tender conditions should be final</p>
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15	<p>Please clarify the concession period.</p>	<p>Read page no. 17 item no. 4.1.12</p>															

16	The defect liability period is 2 years however as per page no. 22/4.4.1.19 the defect liability period mentioned is 5 years which may be corrected accordingly.	The construction period is 18 months. The concession period is 36 months & the defect liability period is of 2 years after the concession period which comes 5 years after the commencement of the project.
17	Ref P.no. 37/4.6.20 tender has provision of transfer fee@ 5% of the rateable value. We request that such applicable fees shall be governed by the state law from time to time. The project development fees of Rs. 16.00 lacs is to be borne by the developer. It is requested to make provision of fees to be paid to Architect directly by bidder so as to facilitate the timely decision & execution of project from time to time. It may be noted that the provision of payment of structural design shall be made directly to the architect vide 3.9.2, page no. 14.	Cannot be accepted & tender conditions should be final
18	It is requested to make provision that the occupant shall make regular & timely payments of property taxes, all taxes, duties, levies tax & charges that may be levied, claimed or demanded from time to time by AMC & any government agency in respect of its business & the leased premises directly.	Any type of taxes either Municipal or Government are compulsory by the law & thus it is not necessary to include in tender document.
19	It is requested to make provision of TDR clause, where developer will pay the norms and laid premium as per corporation bodies against additional FSI in the form of TDR.	Cannot be accepted & the FSI 1 as per the tender condition should be final
20	The upfront premium amount and amount for Gymnasium equipment is Rs. 3.435 cr & 0.50 cr respectively. The total amount is on very much higher side it is therefore requested to reduce the amount upto Rs. 2.50 cr so as to make projects viable.	Cannot be accepted & the tender conditions should be final
21	It is requested to clarify that out of FSI 1 i.e. 4957 Sqm, what is the area to be allotted to Gymnasium & whether 20 ottas will have to be considered in FSI. How much area will the bidder have to keep for commercial exploitation.	Subject to FSI 1 (one) of Plot area 4957 sqmt excluding the area under Gymnasium & Vegetable ottas the remaining area will be available for commercial exploitation as considering the prevailing building bye-laws of AMC
22	The tender has provision of items & specification for the item of	The Minimum required specifications for the item of work are

	work to be executed. The bidder can change the item of works & specifications accordingly in the interest to the benefit of scheme such provision are requested to be made. However basic R.C.C. frame structure will remain as per tender items.	specified in the tender document. However the concessionaire can OPT for higher specifications than those mentioned in the tender document.
23	As the project works be belongs to corporation it is requested to exempt the project from paying octroi & other corporation taxes.	Cannot be accepted
24	It is requested to waive off the development fee as the project is of corporation itself.	Cannot be accepted
25	The security deposit shall not be applicable to this project because bidder has to make investment of entire project. However the right of ownership remains with Ahmednagar Municipal Corporation	Cannot be accepted
26	As the property market recession is on, it is requested to extend the concession period by 12 months.	Cannot be accepted
27	Ref. Pg.No.7 of Vol 1 last but one sentence & page no. 11 specifies 692.40 sqm is the commercial space to be leased out to the developer by AMC. The developer has to construct the entire project of FSI 1 i.e. 4957 sqm with basement parking. It may be noted that the Gymnasium & 20 ottas of vegetable market is to be handed over to AMC after concession period. The rest of FSI 1 i.e. from 4957 sqm is to be leased out to developer by AMC for 99 years after completion of concession period as per tender contract conditions laid which may please be amended & confirmed accordingly. It is requested to clarify the Bifurcation of component of vegetable otta, Gymnasium & commercial complex with basement ie. component to be leased out to developer with area statement.	Subject FSI one (1) of plot area 4957 sqmt excluding the area under Gymnasium & Vegetable ottas the remaining area will be available for commercial exploitation as considering the prevailing building bye laws of AMC