

RESPONSE TO QUERIES TO REQUEST FOR PROPOSAL (RFP) FOR ESTABLISHMENT OF BIOPHARMA HUB (B-HUB) AT GENOME VALLEY IN RANGA REDDY DISTRICT OF TELANGANA STATE ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS

Sl.No.	Clause	Description	Clarifications required	Response by TSIC
1.	Draft Concession Agreement 1.3 Schedule III: Penalty & Termination (Page 15 of Draft Concession Agreement)	A. Penalty for Delays Point 2 If the Concessionaire fails to complete the Project & construction of B-Hub within such additional Cure Period of 6 months, this Agreement shall automatically stand terminated and TSIC shall have the discretion to award the concession for the Project under this Agreement to any Third Party in the manner TSIC deems fit	The RFP does not specifically highlight the breach in the Concession Agreement due to any externalities/ reasons which is not related to concessionaire. In such case how the concessionaire will get the refund for the investment already incurred. Will the invested amount be returned to concessionaire by TSIC? What will be proposed mechanism for the return of the amount already invested. It is critical to understand the commitment of TSIC towards this project. In absence of clarity on termination value, banks will not be willing to participate in debt funding.	Please see Clause 5 of B. Contract Termination Parameters
2.	Draft Concession Agreement 1.1 Schedule I: Scope of Work and Fee (Page 11 of Draft Concession Agreement)	11. The Concessionaire is solely responsible for any associated expenses and statutory dues such as GST, payment to Employees' Benefit Funds, etc., arising out of the Agreement and the Authority shall not be liable for the same under any circumstances. Similarly point 12, 13 &14	Please clarify the stated expense will be part of B- Hub operating & administrative costs.	Yes
3.	Annexure 3: Scope Contingent on Grant from Government of India (page no 61 of Rfp)	2. Scale-Up Manufacturing facility: a. Proposed terms of this partnership are as follows: • Bare shell infrastructure + initial setup of lab & office up to 10,000 sq. ft rent free for 5 years	We understand that the Bare shell Infrastructure of proposed Scale up facility of 10,000 Sq. ft. is to be constructed by the concessionaire. In such case, what will be the rent, common area maintenance (CAM)	As mentioned in Annexure 3: Scope Contingent on Grant from Government of India (page no 61 of Rfp), no rent will be paid for the first five years. Charges such as common area maintenance and utility service charge will be discussed during the time of final

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		<ul style="list-style-type: none"> • 10% discount on the rent after 5 years, if renewed • In return, the partner will set-up the manufacturing facility free of cost and offer service to customers on cost plus (not more than 10%) basis. They will also offer 10% time-share on the facility usage and the corresponding revenue (excluding consumable charges) to the concessionaire. • The terms and conditions of partnership may vary as per the final agreement of partnership. • Biotech Hub will make best efforts to facilitate such partnerships. However, this support is contingent upon fructification of the proposed partnership and is not a commitment on Biotech Hub's part. In case, the partnership does not go through, the concessionaire is expected to set up the biomanufacturing facility of 200 L (single use) as a common scale-up facility and recover the cost through user charges. 	<p>charges and utility service charges payable by the Partner for the first 5 years.</p> <p>Kindly elaborate on 10% time-share on the facility usage and the corresponding revenue to the concessionaire and the conditions associated with the same.</p>	<p>agreement of partnership between the partner and the selected bidder.</p> <p>The clause is modified. Please refer to the item number 1 of corrigendum number-1.</p>
4.	1.11 Schedule XI – Performance Security (page no 28 of Draft Concession agreement)	The RFP entails: The Concessionaire shall for the performance of its obligations provide the Authority on the date of signing of Agreement, an irrevocable and unconditional guarantee from a	We would request to allow Concessionaire the timeline of 180 days from the date of signing of Concession Agreement to submit the Performance security. (This would make it feasible for	The conditions in the RFP and concession agreement hold good.

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		<p>Bank acceptable to the Authority for 5% of the Contract value amounting to Rs. 91,00,000/- (Rupees Ninety-one lakhs only) and in the form set forth in Annexure 5. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire; and</p>	<p>the concessionaire to raise funds from the investors and the Bank)</p>	
5.	Request for incentives		<p>Since this is an important initiative of the Government, it is requested to extend the incentives under the industrial policy like stamp duty waiver, power subsidy, etc to be applicable to the concessionaire, as there is a significant investment being made by the concessionaire at the request of the Government.</p> <p>Also, TSIC/Government is requested to consider offering power and water at the project site and also exempt the concessionaire from electricity deposit, water deposit, etc</p>	<p>The request for incentives under Industrial Policy will be considered.</p> <p>Power and water will be provided at site with payment of connection charges & 2-month consumption deposit.</p>