

PRE-BID RESPONSES

RFP FOR DEVELOPMENT OF 5 STAR LUXURY HOTEL WITH TRADE CENTRE ON JOINT DEVELOPMENT BASIS AT HYDERABAD KNOWLEDGE CITY, RAIDURGAM (V), SERILINGAMPALLY (M), RANGA REDDY (D), TELANGANA, INDIA

RESPONSES TO PRE-BID QUERIES

Dt. 10-Nov-2023

All the interested Bidders are requested to refer the RFP No. 48/CE/TSIIC/5-Star Hotel cum Trade Centre/2022-23 published on 06-Oct-2023 in conjunction with the following Responses to Pre-Bid queries along with Corrigenda/Addenda issued.

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
1.	General	NA	<p>As per G.O. Ms. 161 of 2006, we note that the Authority was allotted the land in Survey No. 83 of Raidurg Village, Serilingampally, Ranga Reddy District, Telangana, for utilising it to set up 'Integrated I.T. Park Project'.</p> <p>To be clarified meeting if the Project falls within the scope of the said 'Integrated I.T Park Project' and if the development of the Hotel and Trade Center will not be a deviation from the aforesaid government order.</p>	<p>The Hyderabad Knowledge City (HKC) layout in Sy. No 83 is an Integrated IT Park Project. The proposed project site has been designated for Amenities under the HKC layout, hence falls within the scope of 'Integrated IT Park Project'.</p>
2.	Volume 2. Schedule VII, Page No. 85, Clause 2.3	As per the Joint development agreement, any additional built-up area over the 6,65,863 sq. ft. shall be shared equally between both the Parties	We hereby request you that this should be proportionately than Equally	Please refer Corrigendum No.2, item no. 27for revised Clause.
3.	Volume 2. Page No. 7, Clause 1.1. (k)& Page No. 9, Clause 1.1.(aa)	Common Areas" shall mean all portions of the Project in common use of the Authority / Developer/occupants of units in the Trade Center or any particular portion of the Project including the roads, driveways, parks and landscaping, sewage treatment plants, generator rooms, security rooms, club house, recreation facilities and any other amenities, facilities and benefits that is meant for	<p>Usually, the proportionate common areas are loaded to the carpet area.</p> <p>As per the Telangana State Real Estate (Regulation and Development) Rules, 2017, proportionate common areas are included in the definition of saleable area.</p>	Please refer Corrigendum No.2, item no. 15 for revised definitions of common areas.

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		<p>common use of the Authority / Developer / occupants of units in the Project and shall be over and above the total Built-up area</p> <p>“Project Constructed Area/Built-up Area” shall mean the sq ft /Sqm (total built-up Area) to be constructed as part of the Project excluding all carparking spaces, utility spaces, and landscape / garden spaces</p>		
4.	Volume 1. Page No. 7, Clause 1.1.11	The Selected Bidder is expected to develop, operate and maintain a 5 Star luxury hotel by itself in case the Bidder is any of the reputed 5-Star Deluxe or its global equivalent hotel brands OR should have an MoU/MoA/LoI with such reputed 5-Star Deluxe or its global equivalent brand, which are not presently available in the Hyderabad, and also a Trade Centre consisting of Grade A commercial space to cater to the needs of the primary catchment and elevate that area for attracting high-end clientele to the State.	<p>Request for clarity on the process if two bidders sign MoU/MoA/LoI with the same operator for the same brand.</p> <p>Whether, the bidders would be technically qualified?</p>	<p>Not permissible. All such bidders shall be disqualified.</p> <p>Please refer to Corrigendum No.2, item no. 2 for revised Clause 1.1.15 of the RFP.</p>
5.	Volume 2. Page No. 16, Clause 5.5(c)	Obtain development approvals along with the Sanctioned Plan within 04 (four) months from signing of the Agreement and preparation of execution drawings and designs one month thereafter	<p>4 Months of permission timelines proposed is very limited as a 5 Star Hotel with International standards needs a detailed design to be finished and with the Environmental Committee not being formed this is no visibility on the permissions. We expect atleast 8 Months’ time for the permissions.</p> <p>The project timelines have to be linked to the permission date. Not for the date of signing the JDA.</p>	Please refer Corrigendum No.2, item no. 13 for revised timelines
6.	(i) Volume 2. Page No. 15, Clause 4.12; (ii) Volume 2.	Article 4.12: If Developer fails to obtain approvals for the Project within 4 months + a grace period of 12 weeks, from the date of the JDA, for reasons attributable to the Developer....	The right of the Authority to terminate throughout the JDA, should be deleted and removed. Termination rights will adversely	RFP conditions prevail

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	<p>Page No. 21, Clause 7.1; (iii) Volume 2, Page No. 39, Clause 19.1.(b); (iv) Volume 2, Page No. 42, Clause 21.1;</p>	<p>Article 7.1: If the delay in obtaining the occupancy certificate and Independent Engineer’s certificate for the completion of the entire Project exceeds 42 months from the JDA execution date....</p> <p>Article 19.1.(b): The Developer hereby agrees and undertakes that it shall achieve Financial Close within 180 days from the Agreement Date.</p> <p>Other events as specified in Article 21.1:</p> <p>Article 21.1 lists out various other events some of which are widely worded and open-ended in nature. For example: Developer’s failure to fulfil any obligations under the JDA, and any material inaccuracy of any representations or warranties of the Developer, would trigger termination of the JDA....</p>	<p>impact Developer’s marketability of the Project and create impediments to the Project loan process. This could impact the entire investment made by the Developer.</p> <p>The following alternatives can be explored instead of termination:</p> <p>(a) increased penalties / liquidated damages;</p> <p>(b) mechanism for substitution which provides the Authority a right to substitute the Developer (only in case of a considerable delay in the Project Completion) and upon substitution:</p> <p>(i) the new developer or the Authority will pay the costs incurred by the Developer for the Project (if required at a discount) and consequently the Developer transfers / conveys the Project; or</p> <p>(ii) the Developer’s Share will be reduced based on the costs incurred by the Authority / new developer for completing the Project.</p> <p>The valuation mechanism can be discussed and</p>	

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			agreed between the Parties. This above construct should also apply to a new developer introduced by the lenders as per Article 20.	
7.	(i) Volume 2. Page No. 44, Clauses 21.3.1 & 21.3.2; (ii) Volume 2. Page No. 46, Article 22	In case of termination of JDA, the Developer shall be entitled to the following amounts: (a) For Developer's Default, but after the financial close: 75% of the Debt Due less Insurance Cover <i>If there are any insurance claims that are not admitted and paid, then 80% of such claims shall be included in the calculation of debt due.</i> (b) For Authority's Default: Debt Due less Insurance Cover and 120% of the Equity Article 22: Article 22 states about divestment rights upon termination.	The computation of the termination payments proposed by the Authority is unclear because the terms 'Debt Due' and 'Equity' are not defined under the JDA and such payments are not standard in a development transaction and is standard in an infrastructure project.	Please refer to Corrigendum No.2, item no. 22&23 for definitions of Debt Due and Equity
8.	Volume 2. Page No. 50, Clause 24.1.1	Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event: a) act of God which includes epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or	The term 'Material Adverse Effect' has not been defined. It should be deleted from Article 24. Any event which is beyond the reasonable control of the Developer and delays or prevents development of the Project should be considered as a force majeure event. This language is already provided for in Article 1.1 (t), and therefore the specific language in Article 24 is contradictory.	Please refer to Corrigendum No.2, item no. 24 for definition of Material Adverse Effect The RFP holds good.

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		<p>radiation or fire or explosion originating from a source external to the Project Site);</p> <p>b) any judgement or order of any court of competent jurisdiction or statutory authority made against the Developer in any proceedings....</p>	<p>Currently the exceptions for liability and extension of timelines in case of a Force Majeure event are not captured throughout the JDA and should apply to all obligations under the JDA including the following situations:</p> <p>(a) time period for completion of the Project or development (i.e., Articles 5.7, 7.1 and 7.8);</p> <p>(b) time periods for completion of MDOs (i.e., Articles 2.7 and 7.1)</p> <p>(c) time period for approvals (i.e., Articles 4.1, 4.4 and 4.12);</p> <p>(d) time period for submission of designs (i.e., Article 4.2); and</p> <p>(e) time period for financial close (i.e., Articles 4.13 and 19).</p> <p>Force majeure events should include:</p> <ul style="list-style-type: none"> - delays by governmental authorities; - economic downturn; - title issues (even though there are specific extensions in Articles 7.1 and 11.8); - litigations impacting the Project; - labour strikes, lock outs; - non-availability or shortage of any material; and - other man made actions like war, riots, civil commotions etc. 	
9.	(i) Volume 2. Page No. 17-18, Clause	Article 5.7: On or before the Appointed Date, the Developer	The timelines and the obligations of the	The timeline for construction and

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	5.7; (ii) Volume 2. Page No. 21, Clause 7.1	shall undertake construction of the Project at the Site as per the Scope of Work.... Article 7.1: The Developer shall, subject to the terms of this Agreement including Clause 5.1, secure Project Completion (MDO-1) within a period of 30 (thirty) months from the Agreement Date and provide Independent Engineer's Certificate and obtain the Occupancy Certificate for the entire Project ("Completion Date")....	Developer for completion are specifically linked to completion of the entire Project but not the Trade Center or the Authority's Share in the Trade Center. To avoid complications we suggest that the timelines be linked to the completion of Trade Center. The references to timelines, liquidated damages etc., should only be linked to the timelines of completion of the Trade Center.	completion refers to the MDO-1. Please refer to Corrigendum No.2, Item No. 11 for revised timelines.
10.	Volume 2. Page No. 21, Clause 7.3	The Developer shall, within the agreed timeline, (i) complete construction of the Authorities' share of Built-up Area as identified and allotted under the Area Identification Agreement....	We suggest the following: <ul style="list-style-type: none"> - after receipt of the Occupancy Certificate, the Developer will issue a notice to the Authority to take possession; - the Authority should complete its inspection within a specific time period. The Authority cannot reject the hand over if the Authority's Share adheres to the agreed Specifications. - If the Authority fails to take possession within a specific time period, it should be considered as a deemed transfer of possession. Article 10.5 should be modified accordingly.	Please refer Corrigendum No.2, item No. 18, for revised provision in the Clause 7.3 of the JDA.
11.	(i) Volume 2. Page No. 15, Clause	Article 4.14: The Developer shall not be allowed to mortgage the	Usually, the Developer should have the right to mortgage without the consent of the Authority,	Please refer to item no. xxxiv) of the Schedule IV

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	4.14.1; (ii) Volume 2. Page No. 30, Clause 11.6	land for any purposes including raising finances for the development of the Project.... Article 11.6: That in case the Developer intends to obtain loan for the project construction by mortgaging the Developers Share in the project, during the project Construction Period, the Authority shall grant the No Objection Certificate (NOC) for the purpose as required by the Bank (s)/NBFC and such NOC shall not be unreasonably withheld or delayed by the Authority....	considering that only the Developer's Share is being mortgaged. Further, the provisions of Articles 4.14 and 11.5 which only provide for mortgage of development rights, should also include the ability of the Developer to mortgage the Developer's Share.	- General Power of Attorney It is further clarified that, the developer is expected to do the project financing / financial closure - without mortgaging the land so that the rights of the Authority are protected. While the consent from the Authority is required, it also indicates that the same shall not be unreasonably withheld or delayed by the Authority.
12.	Volume 2. Page No. 8, Clause 1.1.(y.4)	"taxes" shall mean all forms of taxation, duties and levies including without limitation GST, wage withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, customs and excise duties, and other legal transaction taxes, stamp duty, real estate taxes (including property taxes), other municipal taxes and duties, environmental taxes and duties and -any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction	While term 'Taxes' is defined in Article 1.1, the JDA does not discuss the implications of GST and other tax liabilities. All the GST liabilities applicable under this transaction should be payable by the Authority. All GST and other taxes applicable to the Authority, should solely be the responsibility of the Authority.	All the GST liabilities applicable under the JDA shall be paid by the Developer only. Please refer to the Corrigendum No.2, Item No. 16 for revised definition under 'taxes'.
13.	(i) Volume 2. Page	Article 27:	We recommend that the Independent Engineer	The Selection of

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	No. 54, Article 27; (ii) Volume 2. Page No. 17, Clause 5.7 (a); (iii) Volume 2. Page No. 54, Clause 27.2	<p>The Authority shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-V, to be the independent consultant under this Agreement (the "Independent Engineer")....</p> <p>Article 5.7.(a): The Construction Period shall end upon issuance of Completion Certificate by the IE/Authority....</p> <p>Article 27.2: The monthly remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority, three-fourth of such monthly remuneration....</p>	<p>should be mutually appointed by the Parties (the Developer only has the right to participate as per Schedule V). If the Independent Engineer is mutually appointed, the Project Completion (throughout the JDA) should be only linked to receipt of Occupancy Certificate and completion certificate issued by the Independent Engineer. Specific timelines for issuance of the Completion Certificate by the Independent Engineer should also be provided in the JDA.</p> <p>If the Authority does not agree for the Independent Engineer to be mutually appointed, we suggest that the Project Completion (throughout the JDA) should only be linked to the receipt of Occupancy Certificate.</p>	<p>Independent Engineer by the Authority shall be through a transparent bidding process.</p> <p>Please refer item no. 1.3 of the Schedule V - Selection of Independent Engineer</p>
14.	Volume 2. Page No. 15, Clause 4.9	The Developer and the Authority shall, execute a separate area identification agreement provided at schedule VIII - to identify the constructed area in the entire Project falling to the share of the Authority and that falling to the share of the Developer, within 30 (thirty) days of securing the sanction of License and Plan ("Area Identification Agreement")....	While the timelines can be extended, the JDA does not provide for a situation where the Parties fail to agree to the area identification / locations.	Please refer to CorrigendumNo.2 , Item No. 17for revised provision under the Clause 4.9 of the JDA
15.	Volume 2. Page No. 48, Clause 23.1	The Authority may, without prejudice to its rights under this Agreement, by written notice of suspension to the Developer including forfeiture of 50% of the Performance Security, suspend all activities of the Developer hereunder if the Developer fails to perform any of its obligations or in case of Developer Defaults as per Clause 21.1, provided that such notice of suspension is issued....	<p>This will be onerous on the Developer as this could impact the continuity of the development on a day to day basis. We suggest deletion of this construct entirely.</p> <p>If this is not acceptable by the Authority, it is advisable to at least have a provision which obligates the Authority to provide a prior notice</p>	<p>Clause 23.1 (ii) provides for a cure period of 60 days.</p> <p>RFP conditions prevail</p>

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			of 60 days to the Developer.	
16.	Volume 2. Page No. 13, Clause 3.2	Upon occurrence of Developer's Default and non-achievement of Developer's Obligations and Covenants by the Developer, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages (as defined in the RFP) for such Developer's Default which the Developer has failed to remedy within 45 (Forty Five) days of receipt of written notice from the Authority informing the Developer nature of the Developer's Default for such Developer Default....	<p>The term '<i>Developer's Default</i>' is defined to include breach of any obligations of the Developer.</p> <p>The right to appropriate the Performance Security should only be linked to default of Minimum Development Obligations and not for Developer's Default. This should be modified accordingly.</p> <p>However, if the above is not acceptable to the Authority, it is advisable to link the term '<i>Developer's Default</i>' to mean any default which is determined by a final order / judgement of a competent court or arbitrator.</p>	RFP conditions prevail
17.	Volume 2. Page No. 52 Clause 25.4	In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Developer and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25.3....	This is not acceptable as the disputes have to be determined by the established mechanism of independent arbitration.	RFP conditions prevail
18.	Volume 2. Page No. 25-26, Clauses 9.2.7 & 9.2.11	Article 9.2.7: The Project Site is free from all encumbrances, attachments, claims, liens, charges, clogs, hindrances, claims from members of joint family, liens pendens, easement, license, encroachment, dispute relating to boundary, prior agreements, pre-emption, options, reservation, road-widening, set back or set forward etc., and other charges of any nature whatsoever and howsoever, and there is no defect in the title of the Authority in the knowledge of the Authority;	Knowledge qualifiers cannot be agreed for basic title related representations and they have to be unqualified statements from the Authority.	<p>The Bidders are required to make their own independent assessment and submit bids.</p> <p>RFP conditions prevail</p>

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		<p>Article 9.2.11: The Authority has made all representations and warranties in this Agreement based on the information and document available with it and to the best of its knowledge....</p>		
19.	Volume 2. Page No. 9, Clause 1.1.(aa)	<p>“Project Constructed Area/Built-up Area” shall mean the sq ft /Sqm (total built-up Area) to be constructed as part of the Project excluding all carparking spaces, utility spaces, and landscape / garden spaces</p>	<p>In addition to the queries mentioned, we would like to point out the following: The definition of "Built-up area" of TSIIC share is confusing in the RFP document. We request you to consider the "Sanctioned Area" as "Built-up Area". This will not lead to any confusions at a later date.</p>	<p>Please refer to Corrigendum No.2, Item No. 25&26 for revised definitions of Built-up Area and Project Constructed Area.</p>
20.	Volume 1. Page No. 17, Clause 2.1.17.(b)	<p>Certificate(s) from its statutory auditors/Qualified CA specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.1.17.(b). For the purposes of this RFP document net worth (the “Net Worth”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities. Certificate(s) from its statutory auditors /Qualified CA specifying the turnover and Net Worth as at the close of the preceding financial year, for which audited financial statements available (ending 31st March 2022) shall be submitted. In case of Bidder participating with its Associates, such certificate(s) of each such Associate claiming the Financial Eligibility shall be furnished. The Bidder cannot</p>	<p>Bidders utilising the qualification criteria/Net worth from only two associates need to be removed, as all the major corporates develop their projects on Special Purpose Company mode to de-risk the projects and provide better comforts to financial agencies and statutory authorities Further all the Hotels are generally set up as a standalone companies.</p>	<p>Please refer to Corrigendum2, item No. 5</p>

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		utilize the Financial Capacities of more than Two (02) Associates for the purpose of this Clause....		
21.	Volume 1. Page No. 16, Clause 2.1.16.4	No Consortiums are allowed. However, the Bidder is allowed to use the Technical & Financial Capacities of its Associates. For the purpose of the RFP, an Associate shall mean in relation to the Bidder a person who controls, is controlled by or is under common control with such Bidder (the 'Associate'). The expression 'control' means with respect to a person which is a company or body corporate, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person under an agreement or by operation of law.	Clarity required as to whether the common shareholding and controlling the board is sufficient or one entity to own 50% of the other to categorise as Associate	RFP conditions prevail
22.	Volume 2. Page No. 15, Clause 4.14.1	The Developer shall not be allowed to mortgage the land for any purposes including raising finances for the development of the Project. However, the Developer is free to mortgage the development rights assigned under this JDA towards raising finances for the Project, with the prior consent of the Authority, which consent shall not be unreasonably delayed or withheld by the Authority....	The JDA should provide for the right of the developer to mortgage their share of the area as earmarked in the Area Sharing agreement once the plans are approved. Seeking permission specifically for the mortgage of the developer share of the property from TSIIC	RFP conditions prevail
23.	Volume 2. Schedule VIII, Page No. 85, Clause 2.3	Note: As per the Joint development agreement, any additional built-up area over the 6,65,863 sq. ft. shall be shared equally between both the Parties.	This shall be changed to - the Developer to share any additional area in proportion to the original bid and not 50%. Also this clause makes the bids contingent. Additional built up space requires additional cost towards plan permissions and construction cost. Hence it requested to accept for proportionate share as per the winning bid.	Please refer to Corrigendum No.2, Item No. 27 for revised provision under the Area Identification Agreement.
24.	General	NA	What conditions are to be fulfilled by the Developer for the Authority to register the Land	Please refer to Clause 11.7 of the JDA

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			to the Developer?	
25.	Volume 1. Page No. 7, Clause 1.1.11	200-key 5-star Luxury Hotel (estimated Built-up Area i.e., BUA of ~3.63 Lakh Sft) as per the applicable development control regulations.	Please confirm that the Developer may build more than 200 keys 5-star Luxury Hotel in ~3.63 L SqFt BUA?	Yes. Please refer to Clause 2.8 of the JDA
26.	Volume 1. Page No. 8, Clause 1.1.13(iii)	Neither the Developer nor the SPC constituted for the implementation of the Project, shall mortgage or create charge on the Project Site, for obtaining loans from banks or any financial institutions or for any other purposes....	Allow the Developer to mortgage the land to avail of the loan, and the loan amount thus sanctioned can be maintained in an Escrow account and utilized only for the Construction/development of the Project components as per LOA.	RFP conditions prevail
27.	Volume 2. Page No. 11, Clause 2.2	In consideration of the Developer agreeing to (i) develop the Project, (ii) transfer Authority's share,(iii) market the Project in terms of this Agreement, (iv) maintain the Trade Centre (including Authority's Share) until the same is handed over to the association/society (s) formed by the purchasers of the built up area in the project and (v) run/operate the 5 Star luxury Hotel and (vi) undertake other mutual rights and obligations of the Parties specified in this Agreement, the Authority hereby irrevocably authorizes the Developer to develop the Project Site in the manner and subject to the terms and conditions set forth in this Agreement.	Please confirm that the "Association/Society of the purchasers" is only for Trade Tower and does not include the owners of the Banquet hall, Lobby, Hotel, etc.	Yes, it shall be only for the Trade Center
28.	Volume 2. Schedule VIII, Page No. 85, Clause 2.3	Note: As per the Joint development agreement, any additional built-up area over the 6,65,863 sq. ft. shall be shared equally between both the Parties.	Please clarify whether the 50% of the additional BUA that needs to be given to the Authority is part of the Bid parameter.	No, it shall be over and above the Bid Parameter as per the terms of the Area Identification Agreement. RFP conditions prevail
29.	PIM, Page No. 21, Clause 4.3.(d)	Further, the proposed facility would require 30% of the total BUA to be allotted for parking complying the parking requirements as per GO168.	We understand that the required approvals for the project are to be obtained from GHMC. Is the Parking indicated in PIM i.e. 30% of the BUA sufficient or are we supposed to follow the	The details provided in the RFP and PIM are only indicative. Parking shall be provided as per

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			GHMC norms for parking-area? We request you clarify the parking requirement.	applicable regulations at the time of obtaining sanctioned plan. RFP conditions prevail
30.	General	NA	There is going to be a GST (18%) implication on the grant of Development Rights given by TSIIC on this project. Statutorily the same must be borne by the landowners, which in this case is TSIIC. Please clarify on the same.	All the GST liabilities applicable under the JDA shall be paid by the Developer only. Please refer to the Corrigendum No.2 , Item No. 16 for revised definition under 'taxes'.
31.	Volume 1, Page No. 8, Clause 1.1.13.(v)	The Developer shall obtain all the necessary permissions/approvals within 120 days from the Agreement Date to commence the construction of project	We estimate that the timelines to get the required permission will be minimum 8-9 months. Also, currently SEAC & SEIAA committee (for MOEF) is not in place at state level for EC clearance which is a prerequisite for building approvals.	Please refer Corrigendum No.2, Item No. 11for revised timelines.
32.	PIM, Page No. 20, Point 4.2.5	The maximum permissible height achievable in the location is subject to the approvals of the Airports Authority of India (AAI) in addition to the applicable development control regulations. The maximum permissible height has been verified through online application system of AAI viz., "No Objection Certificate Application System (NOCAS) as per the details shown next...	The achievable height has been restricted to 60mtrs. Please confirm if correct and also is there a possibility to go higher?	The details provided in the RFP and PIM are only indicative. The Developer is required to make its own assessment of the allowable height as per the applicable norms. RFP conditions prevail
33.	Volume 1, Page No. 10, Clause 1.1.16	Once the Trade Centre is constructed, Authority's Development Share along with the proportionate undivided share of land shall be handed over to it within the stipulated time....	When the proportionate undivided share of land has to be handed over to the authorities, means that the developers will have freehold rights on the balance plot of trade centre and the land over	No, the undivided share of land shall be a portion of a property that is collectively owned by

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			which hotel is built? Please clarify the same.	multiple individuals or entities, without being physically divided into separate plots, as per the terms of the JDA .
34.	Volume 1, Page No. 7, Clause 1.1.11	The Selected Bidder is expected to develop, operate and maintain a 5 Star luxury hotel by itself in case the Bidder is any of the reputed 5-Star Deluxe or its global equivalent hotel brands OR should have an MoU/MoA/LoI with such reputed 5-Star Deluxe or its global equivalent brand, which are not presently available in the Hyderabad, and also a Trade Centre consisting of Grade A commercial space to cater to the needs of the primary catchment and elevate that area for attracting high-end clientele to the State.	<p>It is to submit that, majority or most of the reputed 5-star Deluxe hotels or its global equivalent brands will have their existence and operations in multiple cities within the country and as well as outside the country.</p> <p>Hyderabad being a metropolitan city and witnessing the rapid growth in every aspect most of the global brands has marked their existence in this city.</p> <p>Here, the clause stating bidder <i>should have an MoU/MoA/LoI with such reputed 5-Star Deluxe or its global equivalent brand, which are not presently available in the Hyderabad</i>, may limit the incidence of competitive bidding by leaving most of the technically and financially potential bidders as ineligible.</p> <p>In this regard, we request your good self to consider the above-mentioned reasoning and modify/amend the clause to “The Selected Bidder is expected to develop, operate and maintain a 5 Star Luxury hotel by itself in case the Bidder is any of the reputed 5-Star Deluxe or its global equivalent hotel brands</p> <p>OR</p> <p>Should have an MoU/MoA/LoI with such</p>	RFP conditions prevail

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			reputed 5-Star Deluxe or its global equivalent brand"	
35.	Volume 1, Page No.16 , Clause 2.1.16.2.(a)&(b)	<p>Technical Capacity: For demonstrating technical capacity and experience ("Technical Capacity") the Bidder shall meet one of the following qualifications as on the bid due date:</p> <p>a. Is Brand owner of any of the reputed 5-Star Deluxe or its global equivalent Hotel Brands OR</p> <p>b. During the last 10 years prior to bid due date, has experience of Developing a minimum of 5,00,000 (Five Lakh) square feet of Grade-A commercial space AND at least ONE FIVE STAR rated Hotel (as per the Ministry of Tourism, Government of India) in India which is currently operational AND as on the bid due date has an MoU/MoA/LoI with any of the reputed 5-Star Deluxe or its global equivalent Hotel Brands for operation & management of the proposed Hotel that shall be converted into a binding agreement by such Bidder with the Brand before entering into JDA with the Authority</p>	<p>Technical Capacity: For demonstrating technical capacity and experience ("Technical Capacity") the Bidder shall meet the following qualifications as on the bid due date:</p> <p>a. Should have experience in eligible projects either in Category - 1 (or) Category - 2 as defined in clause 3.3.4</p> <p>b. Is Brand owner of any of the reputed 5-Star Deluxe or its global equivalent Hotel Brands OR</p> <p>During the last 10 years prior to bid due date, has experience of Developing a minimum of 5,00,000 (Five Lakh) square feet of Grade-A commercial space OR has experience of construction of at least ONE FIVE STAR rated Hotel (as per the Ministry of Tourism, Government of India) in India which is currently operational OR has experience of construction of Buildings (such as Hotels, Hospitals, Shopping Malls, Airport Buildings, Sports Complexes) having cumulative area of at least 5,00,000 Square Feet. AND as on bid due date has an MoU/MoA/LoI with any of the reputed 5-Star Deluxe or its global equivalent Hotel Brands for operation & management of the proposed Hotel that shall be converted into a binding agreement by such Bidder with the Brand</p>	<p>RFP conditions prevail.</p> <p>Please refer to Corrigendum No.2, Item No. 6for revised Clause 3.3.3 for Eligible Projects</p>

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			before entering into JDA with the Authority.	
36.	Volume 1, Page No. 27, Clause 3.3.4	<p>Eligible Experience shall be measured only for Eligible Projects. For a project to qualify as an Eligible Project:</p> <p>(a) It should have been undertaken on Joint Development, BOT, BOLT, BOO, BOOT, or other basis for providing its output or services for providing non-discriminatory access to users in pursuance of its charter, joint development or concession or contract agreement, as the case maybe;</p> <p>(b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed; and</p> <p>(c) the entity claiming experience shall, during the past 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to course of fixed project assets, such as revenues from collection of users charges from the users, but shall not include revenues from sale or provision of goods or services such as electricity, gas, telecommunications or fare/freight revenues and other incomes of the company owning the Project.</p>	<p>3.3.4 Eligible Experience shall be measured only for Eligible Projects under Category-1 or Category-2. For a project to qualify as an Eligible Project:</p> <p>Category - 1:</p> <p>a. It should have been undertaken on Joint Development, BOT, BOLT, BOO, BOOT, or other basis for providing its output or services for providing non-discriminatory access to users in pursuance of its charter, joint development or concession or contract agreement, as the case maybe;</p> <p>b. The entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed; and</p> <p>c. The entity claiming experience shall, during the past 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to course of fixed project assets, such as revenues from collection of users charges from the users, but shall not include revenues from sale or provision of goods or services such as electricity, gas,</p>	RFP conditions prevail

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			<p>telecommunications or fare/freight revenues and other incomes of the company owning the Project.</p> <p>Category - 2:</p> <p>a. For a project to qualify as an Eligible Project under Category - 2, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in charge/Independent Engineer/Authority's Engineer during the 10 (ten) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/work executed, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, receipts of work executed amount less than Rs. 50 Crore (Rupees Seventy-Five Crore and Twenty-Three Lakh only) shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment from part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.</p>	

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
37.	Volume 1, Page No.16 , Clauses 2.1.16.1 & 2.1.16.4	<p>Clause 2.1.16.1: Bidder shall be a single legal entity operational for atleast 10 years as on Bid due date....</p> <p>Clause 2.1.16.4: No Consortiums are allowed. However, the Bidder is allowed to use the Technical & Financial Capacities of its Associates....</p>	<p>Please allow a Join Venture / Consortium for the subject tender.</p> <p>As the respective work is involved with both construction and operation. In this regard, Technically and financially sound companies form a consortium with a very well-known and well-established hospitality providers. Result will be fruitful in this case as both the construction and operation are done by experts who are expertise in their own kind.</p> <p>Allowing the JV may also have a scope of very competitive bidding.</p>	RFP conditions prevail
38.	Volume 1, Page No. 7, Clause 1.1.11	The Selected Bidder is expected to develop, operate and maintain a 5 Star luxury hotel by itself in case the Bidder is any of the reputed 5-Star Deluxe or its global equivalent hotel brands OR should have an MoU/MoA/LoI with such reputed 5-Star Deluxe or its global equivalent brand, which are not presently available in the Hyderabad, and also a Trade Centre consisting of Grade A commercial space to cater to the needs of the primary catchment and elevate that area for attracting high-end clientele to the State.	<p>With reference to the above subject, and in continuation to our request letter for clarification mentioned in reference sl.no.02. we further submit as follows:</p> <p>It is to submit that, in the RFP document it is mentioned that, bidder should have an MoU/Moa/LoI with such reputed 5-star Deluxe or its global equivalent brand, which are not presently available in the Hyderabad.</p> <p>In this regard, we request your good self to clarify whether a bidder can have an MOU/LoI with any of the Hotel Chain having multiple brands and operating in Country and one of its brands is presently not operating in Hyderabad.</p> <p>Now, please confirm that, can we have an MoU/MoI/MoA with that Hotel Chain in a case</p>	<p>RFP conditions prevail.</p> <p>Please refer to Corrigendum No.2, Item No. 2for revised Clause 1.1.15 of the RFP.</p>

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			<p>where it is having a brand which is presently not operating in Hyderabad.</p> <p>In continuation to the above, we request you to provide relaxation for qualification criteria which mentions the eligible experience shall be of Grade A commercial Space. Please ease the above qualification criteria by excluding the Grade A Commercial Space, so that many of the technically and financially sound companies may competitively bid for the subject tender.</p>	
39.	Volume 1, Page No. 7, Clause 1.1.11	The Selected Bidder is expected to develop, operate and maintain a 5 Star luxury hotel by itself in case the Bidder is any of the reputed 5-Star Deluxe or its global equivalent hotel brands OR should have an MoU/MoA/LoI with such reputed 5-Star Deluxe or its global equivalent brand, which are not presently available in the Hyderabad....	This is restrictive as many group hotels operate with different brand names.	RFP conditions prevail. Please refer to Corrigendum No.2, Item No. 2for revised Clause 1.1.15 of the RFP.
40.	(i) Volume 1, Page No. 8, Clause 1.1.13.(vi) (ii) Volume 1, Page No. 8, Clause 1.1.12	<p>Clause 1.1.13.(iv): Developer needs to achieve the financial closure within 180 days from Agreement Date</p> <p>Clause 1.1.12(MDO-2): Within 48 months of Agreement Date, the Developer needs to achieve the following: a. Operationalize the 5-Star Luxury Hotel along with requisite amenities and facilities required by the luxury Brand with atleast 5 Star Deluxe Certification from Ministry of Tourism, Government of India....</p>	Technically the Developer is left with 24 months to complete the project.	Please refer to Corrigendum No.2, Item No. 11 &14 for revised timelines.
41.	Volume 1, Page No. 8, Clause 1.1.13 (vii)	Developer shall, at free of cost, provide to the Authority for a total period of 07 (Seven) days in a year - Banquet hall, 01 (One) suite room and 09 (Nine) double bed rooms in the 5 Star luxury Hotel	This should be based on the availability, or the notice period need to be increased.	Please refer to Corrigendum No.2, Item No. 1for revised provision under the

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		upon written request atleast 48 hours in advance from the Authority to the Developer		Clause.
42.	Volume 2, Page No. 13, Clause 3.1.1	For due and punctual performance of its obligations under this Agreement, relating to the Project, the Developer has delivered to the Authority, before the execution of this Agreement, an irrevocable and revolving bank guarantee from a nationalized bank or a scheduled Bank in India acceptable to the Authority, for a sum of INR Rs.25,00,00,000 /- (Indian Rupees Twenty Five Crores Only), payable in the form of demand draft/bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in the form set forth in Schedule - II (the "Performance Security")....	Which means after 54 months (30 months to complete MDO-1 + 24 months of defect liability period = 54 months) or handover of Authority share whichever is later.	Please refer to the revised timelines as per Corrigendum No.2, item no. 31.
43.	Volume 2, Page No. 15, Clause 4.9	The Developer and the Authority shall, execute a separate area identification agreement provided at schedule VIII - to identify the constructed area in the entire Project falling to the share of the Authority and that falling to the share of the Developer, within 30 (thirty) days of securing the sanction of License and Plan ("Area Identification Agreement")....	Extension in the event of delay is available only for the Authority	Yes. RFP conditions prevail
44.	General	NA	Developer is not being given any right to terminate the agreement on account of delay/default of Authority, issues relating to TSIIC's title etc. Further, neither the modus of computation nor incidence of damages to be granted to the Developer are mentioned. a. What will be the method of computation of compensation/ damages in case of termination of agreement, whether on account of default of Developer or Authority,	Please refer to Clause 21.2 of the JDA for description of Authority Default in conjunction with Clause 21.3.2 for compensation to Developer upon Authority Default. RFP conditions prevail

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			<p>including on account of dispute regarding title/conveyance of project site? How is Developer proposed to be secured?</p> <p>b. Computation of interest in case of delay of payment of such damages mentioned above is also not mentioned.</p>	
45.	Volume 2, Page No. 30, Clause 11.7	The Authority shall enter into the Area Identification Agreement as specified in this Agreement. The Authority or its representative shall within the specified time issue the Completion Certificate, based on the recommendation of the Independent Engineer, to the Developer and also receive its share of the Trade center as per the terms and conditions of this Agreement ("Completion Certificate"). The Developer shall have right to sell, lease, transfer otherwise dispose its share of Built-up area along with undivided share of land in the Project in favour of the prospective purchasers, which the Developer agrees to exercise in terms of this Agreement subject to clause 7.3.	<p>Clarity needed as to the nature of transaction/rights/lease/sale etc and the method of transfer of rights - how are rights being transferred to Developer so that they can be given over later to the Authority is unclear. Reference to Article 11.7 of the JDA wherein it is stated that the "Developer will have right to sell, lease, transfer otherwise dispose its share of Built-up area along with undivided share of land in the Project..."</p> <p>Please share drafts of the documents through which the transfer of conveyance to the Developer will be fulfilled.</p>	<p>Please refer to clause no XIX(a) pf Schedule IV, GPA.</p> <p>There is a clear restriction for transfer of title over any portion of the constructed area until the Authority's Share is handed over. This is specified in Clause 11.7 which has to be read in conjunction with the conditions prescribed in Clause 7.3 of the JDA.</p>
46.	General	Referring to the above	Stamp duty aspect for such conveyance not indicated/ mentioned- How is stamp duty to be computed and who shall bear the stamp duty costs/registration costs etc incurred towards such transfer(s)? How will a shortfall of stamp duty be secured?	Please see Clause 7.3 of the JDA. The party selling its respective share or their purchaser may decide mutually on the Stamp Duty and Registration costs for any such documents as may

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
				be required.
47.	Volume 2, Schedule VIII, Page No. 86, Clause 2.10	Each Party shall sign and execute all such deeds and documents as may be required by the other Party to perfect the title of the other Party to the Built Up areas/ car parking space allotted subject to the other party bearing the expenses connected therewith.	<p>With reference to Schedule VII of JDA being Area Identification Agreement Clause 2.10 which states - "Each Party shall sign and execute all such deeds and documents as may be required by the other Party to perfect the title of the other Party to the Built Up areas/ car parking space allotted subject to the other party bearing the expenses connected therewith"</p> <p>Please clarify the nature of deeds and documents being referred to for perfecting the title of the other party to Built Up areas/ car parking space allotted as also the expenses included in the "expenses connected therewith". Do these include stamp duty?</p>	This is only an enabling clause to cover any documentation that may be needed in future for scenarios such as - mutation, joint sale etc.,
48.	General	NA	In whose names will the licenses and permits be issued? Will Developer be submitting applications on behalf of TSIIC? Will all licenses and permits be given in the name of TSIIC (or in the name of Developer)? If they are to be obtained in the name of the Authority, how will liabilities be distributed in terms of non-compliance?	All licenses, permits, sanctions, approvals etc., shall be taken in the name of the SPC only.
49.	General	NA	Who will be responsible for management/maintenance/compliances / renovation/ renewal in terms of common part considering it is one mixed use structure?	<p>Please refer to Article 8 of the JDA for O&M of the Project.</p> <p>RFP conditions prevail</p>
50.	General	NA	In case Authority transfers its rights to third parties, how will Authority ensure compliance with such licenses/permits by such third parties?	<p>All licenses, permits, sanctions, approvals etc., shall be taken in the name of the SPC only.</p> <p>Hence the case doesn't</p>

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
				arise.
51.	General	NA	Even if permits and licenses are made in the name of the SPAC, specific clauses in the JDA seek to shift liability entirely upon the Developer and also seek waiver from the Developer from raising any claims in this regard. Accordingly, please clarify the dichotomy.	All licenses, permits, sanctions, approvals etc., shall be taken in the name of the SPC only.
52.	General	NA	As per the proposal, the brand should not be available in Hyderabad - If Developer/Brand is present in Hyderabad, how should it participate? Please clarify.	Hotel Brand shall not be presently available in Hyderabad. Developer may be present in Hyderabad. RFP conditions prevail
53.	General	NA	The nature of usage of the Trade Centre is unclear, whether the authority may transfer the usage rights to competition/F&B, Spa etc which may adversely affect hotels revenues/interests.	Please refer to Clause 1.1.16 of Vol-1 of the RFP in conjunction with Clause 2.7 of Schedule-VIII (Area Identification Agreement) of the JDA
54.	General	NA	Parking Lot - If the Authority sells its share to a third-party, the Hotel's operations shall be adversely impacted as parking space shall be required for efficient hotel operations. Accordingly proposed that entire parking lot shall remain part of hotel for all times. Please clarify accordingly.	RFP conditions prevail
55.	General	NA	Bid proposal refers to the Trade Centre as 'Grade A' - term not defined anywhere.	Please refer to Corrigendum No.2, Item No. 6 for revised Clause 3.3.3 for Eligible Projects.
56.	General	NA	How will the safety/security of the premises be	Please refer to Clause

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			ensured in terms of demarcation of common use area e.g., lobby, elevators, parking etc.	8.1.2 of the JDA
57.	General	NA	In case Authority transfers its rights to a third party during the defect liability period of 24 months, what will be the Developer's responsibility in maintaining/operating the property?	Transfer by Sale shall make the purchasing party responsible in place of the Authority for O&M as per Article 8 of JDA. The obligations of the Developer shall continue. RFP conditions prevail
58.	Volume 2, Page No. 33, Clause 13.3	The Authority shall not bear any cost incurred under this Article 13	With respect to signage – Article 13 of JDA states that Authority will not bear any cost for signage. If the Developer is bearing costs for signage, who will be maintaining it if Authority transfers its rights in its share to a third party?	Please refer to Clause 8.1.2 of the JDA in conjunction with Article 13 of the JDA
59.	Volume 2, Page No. 14, Clause 4.7	The Authority is entitled to make suggestions/give its inputs in the design and conceptualization of the project as above, to ensure that the project would be an iconic project catering to the high end clientele and it will be a one of its kind project in India	What does this mean?	As described therein. RFP conditions prevail
60.	Volume 2, Page No. 14, Clause 4.6	The Developer shall, without requiring to obtain the consent of the Authority, not have the right to make additions, deletions and alterations to the plans/drawings/ designs, in the Sanctioned Plan subject to such additions, deletions and alterations being permissible without adversely affecting the design and extent of the entitlement of the Authority to the Authority's Constructed Area	Will any extension be granted to Developer on account of delay in granting such consent by the Authority	Please refer to Clause 4.3 of the JDA
61.	General	NA	Regarding IPR – It is not mentioned that the Authority will stop using and remove all the	Please refer to Clause 22.1.1 of the JDA

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			Developer's IPR from the property in case of termination of agreement and destroy and cease using Developer's confidential information in that event. Please clarify accordingly.	
62.	General	NA	No mention of goodwill generated by Developer while constructing/marketing such project and computation of such goodwill in case the Authority terminates the agreement.	No such compensation shall be paid towards goodwill generated by the Developer for the Project. RFP conditions prevail
63.	Volume 2, Page No. 50, Clause 24.1.1	Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event	"Material Adverse Effect" referred in Article 24.1.1 (Force Majeure) has not been defined.	Please refer Corrigendum No.2, Item No. 24 for definition for Material Adverse Effect)
64.	General	NA	What are the grounds under which Developer may forthwith terminate the agreement?	Please refer to Clause 21.2 of the JDA
65.	General	NA	It needs to be mentioned that remote, incidental and consequential damages shall not be payable by either party.	Please refer to Article 12 of the JDA
66.	General	NA	No bank guarantee/security is being provided to the Developer.	Query unclear. RFP conditions prevail
67.	General	NA	The term/duration given for operating the hotel is unclear	Developer shall have freehold rights on the Hotel subject to the terms of the JDA
68.	Volume 2, Page No. 22, Clause 7.7	The Developer hereby acknowledges that it has been provided with copies of the Joint Development Agreements entered into between the Authority and	What are these other JDAs for which Developer must indemnify the Authority?	Typographical error. It is only one Joint Development

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		it is fully aware of the terms and conditions thereof....		Agreement.
69.	Volume 1, Page No. 31, Clause 7.4.3	It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.	It may be noted that the waiver and certification being sought in 'Instructions to Bidders' (Vol 1) Clause 7.4.3 and also Point 1 in Letter Comprising Bid respectively, are sweeping and blanket. It is proposed that the same is reconsidered. The Disclaimers inserted in the Proposal at the end of Vol 1 and Vol 2 may be reviewed considering their sweeping nature.	RFP conditions prevail
70.	Volume 1, Page No. 6, Clauses 1.1.8 & 1.1.9	Clause 1.1.8: TSIIC intends to undertake development of a 5-Star luxury hotel with a trade center in an area of ~3 acres at the Hyderabad Knowledge City to be developed and operated by any of the reputed 5-Star Deluxe or its global equivalent Hotel brand owners which are presently not available in Hyderabad.... Clause 1.1.9: In the context above, the Authority solicits Bids from reputed 5-star Deluxe or its global equivalent Hotel Brands and/or Developers having a Memorandum of Understanding/ Association/ Letter of Intent (MoU/MoA/Lol) with any such reputed 5-star Deluxe or its global equivalent Hotel brands which are presently not available in Hyderabad for development of the proposed Project....	It is mentioned multiple times in the bid document that TSIIC intends to bring a global brand owner which is not presently available in Hyderabad. Please let us know whether existing brand owners of hotels operating in Hyderabad are eligible to bid in this project or not. Please let us know whether only international Hotel Brand Owners are eligible for this project or reputed Indian 5-star brands can apply for this project as well.	Reputed 5-Star Deluxe or its global equivalent Hotel brands which are presently not available in Hyderabad can participate. RFP conditions prevail
71.	Volume 1,	Estimated Project Cost is expected to be in the range	It is mentioned that estimated project cost is	There is no minimum

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Page No. 7, Clause 1.1.11	of ~Rs. 500-550 Crores, exclusive of the land value.	<p>expected to be in the range of Rs. 500-550 Crores. Please let us know whether it is a mandatory condition to spend a minimum of Rs. 500 Crores for the project by the developer.</p> <p>Please let us know if there is any minimum investment threshold that has to be met by the Developer for the project?</p>	investment threshold, as long as the MDOs are achieved as per the terms of the JDA
72.	Volume 1, Page No. 7, Clause 1.1.12	<p>Minimum Development Obligations</p> <p>MDO - 1: Within 30 months of the Agreement Date, the Developer needs to achieve the following:</p> <p>a. Complete the construction of the proposed 5-Star Luxury Hotel with minimum 180 Key (including all necessary associated infrastructure sufficient to initiate commercial operations) as per the terms & conditions of the RFP</p> <p>b. Hotel should provide minimum 1 No. of Banquet Hall with minimum 500 pax or as per the brand requirement whichever is higher.</p> <p>c. Complete construction of trade centre with minimum 2.18 lakh Sft of Grade A commercial spaces (Trade Centre) as per the approved building plan....</p> <p>MDO-2: Within 48 months of Agreement Date, the Developer needs to achieve the following: a. Operationalize the 5-Star Luxury Hotel along with requisite amenities and facilities required by the luxury Brand with atleast 5 Star Deluxe Certification from Ministry of Tourism, Government of India.</p>	<p>With respect to minimum development obligations provided by TSIIC, please let us know the following:</p> <ol style="list-style-type: none"> 1. Is there any specific requirement for separate entry and exit, driveways, amenities for the Trade Centre guests and the Hotel Guests and/employees. 2. How will the common areas incl. parking be allocated between trade centre and hotel. 3. Whether developer can create separate MEP, other Infrastructure fittings (like electrical, plumbing, water connection, STP, Diesel Generators, Chiller, fire-fighting equip., elevators etc.) for the trade centre and hotel respectively? Definition of Common Areas mentions STP, DG, Security, driveways, recreation and other things etc. as common areas. Instead of common areas whether these facilities can be provided as separate facilities for trade centre and hotel. 4. Whether Back of the Hotel Areas (BOTH) can be planned on the service floor. 5. As per the area planning provided by the Authority in the RFP, does this includes fire refuge area. 	Please refer to Clause 4.3 of the JDA

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
73.	Volume 1, Page No. 7, Clause 1.1.12	<p>Minimum Development Obligations</p> <p>Within 30 months of the Agreement Date, the Developer needs to achieve the following:</p> <ol style="list-style-type: none"> Complete the construction of the proposed 5-Star Luxury Hotel with minimum 180 Key (including all necessary associated infrastructure sufficient to initiate commercial operations) as per the terms & conditions of the RFP Hotel should provide minimum 1 No. of Banquet Hall with minimum 500 pax or as per the brand requirement whichever is higher. Complete construction of trade centre with minimum 2.18 lakh Sft of Grade A commercial spaces (Trade Centre) as per the approved building plan. Car parking and all other requisite amenities for the Project as per the applicable Development Control Regulations Hand over the Authority's Development Share, as per the Bid parameter, to the Authority i.e., constructed Grade-A commercial space area in Trade Centre (warm shell) along with requisite car parking and all other amenities as per the applicable development control regulations 	<p><u>Project Timelines for MDO - 1</u></p> <p>It is mentioned that developer will have to complete construction of proposed 5-star luxury hotel, banquet hall, trade centre along with all allied facilities, amenities including car parking and obtaining completion certificates in less than 2 years (as minimum first 6 months would require for planning, designing and getting required licenses). Further clause 7.3 states that minimum 45 days notice is required to be given after receipt of completion certificate for handing over. This means that actual construction time incl. excavation, removing of boulders etc. is significantly less than even 2 years which is almost impossible to achieve. It is requested that Authority reconsider the timelines as minimum 5 years are needed considering the time lag required for excavation in a rocky terrain like the given site and to be able to do justice to the scale, size, standards and level of standards envisaged by the Authority.</p> <p>Please let us know whether authority will allow any extended grace period other than the grace period of 6 months in case of genuine reasons of delay due to delay in receipt of approvals/non availability of materials not attributable to developer.</p>	<p>Please refer Corrigendum No.2, Item No. 11,12,13,&14 for revised timelines.</p>
74.	Volume 1, Page No. 7, Clause 1.1.12	<p>Minimum Development Obligations</p> <p>MDO-2:</p> <p>Within 48 months of Agreement Date, the Developer needs to achieve the following: a. Operationalize the</p>	<p><u>Project Timelines for MDO - 2</u></p> <p>It is mentioned that within 48 months of Agreement Date, Developer will have to operationalize the 5-star luxury hotel along with 5 Star Deluxe Certification from Ministry Of</p>	<p>RFP conditions prevail.</p> <p>Please refer Corrigendum No.2, Item No. 11,12,13,14 for</p>

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Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		5-Star Luxury Hotel along with requisite amenities and facilities required by the luxury Brand with atleast 5 Star Deluxe Certification from Ministry of Tourism, Government of India.	<p>Tourism, GoI. In this regard, please note that the 5-star luxury classification from GoI can be obtained only after the Hotel has commenced its operations.</p> <p>Therefore, it is expected that no penalty shall be levied on the developer due to the same and hope the handing over and execution of sale/lease deeds will not be delayed by the Authority till receipt of the classification certificate from Ministry of Tourism.</p>	revised timelines.
75.	Volume 1, Page No. 7, Clause 1.1.12	<p>Minimum Development Obligations</p> <p>Within 30 months of the Agreement Date, the Developer needs to achieve the following:</p> <p>a. Complete the construction of the proposed 5-Star Luxury Hotel with minimum 180 Key (including all necessary associated infrastructure sufficient to initiate commercial operations) as per the terms & conditions of the RFP</p> <p>b. Hotel should provide minimum 1 No. of Banquet Hall with minimum 500 pax or as per the brand requirement whichever is higher.</p> <p>c. Complete construction of trade centre with minimum 2.18 lakh Sft of Grade A commercial spaces (Trade Centre) as per the approved building plan....</p>	<p>With respect to development of Trade Centre, please let us know the following:</p> <ol style="list-style-type: none"> 1. Will the Trade centre be used only for office purposes or retail and commercial shops are also planned. 2. What kind and nature of industry offices are expected or targeted in the Trade centre. 3. Please let us know what are the minimum specifications for construction of Grade A Commercial spaces, Hotel, banquet spaces and other common areas. 4. Is there any specific requirement of minimum and/or maximum size spaces for offices. 5. How will the common areas in the trade centre be finalized? 6. Is there any minimum specifications for executing the finishing works of common areas for trade centre? 	<p>It is envisioned that the usage of the proposed Trade Center would be akin to the World Trade Centers across the world.</p> <p>Accordingly, the usages may also be planned by the Developer.</p> <p>Please refer to Clause 4.3 of the JDA for Project Design related aspects</p>
76.	Volume 1, Page No. 9, Clause 1.1.15	<p>Other conditions</p> <p>In case for any reason during the period between acceptance of LOA by the Selected Bidder and before commencement of operations of the Hotel- if the</p>	It is mentioned that post acceptance of LOA, if the Hotel Brand does not come forward to undertake operations of the Hotel, it shall be a breach of LOA or Agreement. Please let us know whether	No substitute permitted. RFP holds good.

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		Hotel Brand does not come forward to undertake operations then it shall be considered as breach of LOA or Agreement (as the case may be) on part of the Selected Bidder/ Developer and the Authority shall notify the Selected Bidder/ Developer for immediately rectifying such breach within 30 days of notice....	Brand Owner can substitute the previously provided Brand with another brand which is of an equivalent reputed brand or tie up with other international reputed brand.	
77.	Volume 1, Page No. 12, Clause 1.2.13	Within 7 (seven) days of acceptance of the LOA by the Selected Bidder duly fulfilling the conditions therein or as extended by approval of the Authority, the Selected Bidder shall enter into Joint Development Agreement along with the SPC and the Authority.	It Is mentioned that the Joint Development Agreement has to be executed within 7 days of receipt of letter of award. Please note that this timeline would also include incorporation of special purpose company by the developer. These timelines are too tight as incorporation of special purpose company alone will take approximately a week including all MCA related compliances and provision of authority to respective personnel's to sign the Joint Development Agreement on behalf of the company.	As per Clauses 1.2.12 and 1.2.13 the timelines are as follows: Authority shall issue LOA to the Highest Bidder. Within 30 days of receipt of the LOA the Selected Bidder shall fulfil required conditions therein as part of acceptance of LOA. Upon acceptance of LOA duly fulfilling all conditions therein and within 7 days of such acceptance of LOA the Authority and Selected Bidder shall sign the JDA as per the terms of the RFP.
78.	Volume 1, Page No. 17, Clause 2.1.20	While Qualification is open to persons from any country, the following provisions shall be applicable: Where, on the Bid Due Date, not less than 15% (fifteen percent) of the aggregate issued, subscribed	It is mentioned that if the shareholding of a person resident outside India is more than 15% of total equity share capital of the bidder, then the qualification shall be subject to approval of the	The Process shall be in line with guidelines provided under Security Clearance Portal of the

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		and paid-up equity share capital in a Bidder or any of the constituents of such Bidder is held by persons resident outside India or where a Bidder or any of the constituents of such Bidder is controlled by persons resident outside India;	Authority. Please clarify the process, timeline and conditions applicable for the said approvals in case of a public listed company.	Ministry of Home Affairs (Govt. of India) and in accordance with prevailing Statutes.
79.	Volume 2, Page No. 11, Clause 2.1 (e)	The Developer shall maintain the commercial space in the Trade Centre by self or through a reputed property management agency /company or by the association of occupants on the terms and subject to the conditions specified in this Agreement.	It is mentioned that developer has to maintain the commercial space either by self or by the Building Maintenance Society/ Trust/ association of occupants. How will the rights of developer to maintain the Trade Center be novated when such society/trust/association has been formed. However, clause 2.2 of JDA mentions that developer has to only maintain the common area only till the time the same is handed over to such society/trust. Further clause 8.1.2 also states that Operator needs to maintain the Trade Centre for the entire defect liability period. Additionally, as per Clause 8.1.5 after formation of such society, it is mentioned that CAM charges will be collected and developed area will be maintained by them. Would there be any responsibility of the developer towards maintenance of the trade centre after such society is formed.	Article of 8 of the JDA clearly provides for the responsibilities of the Developer towards Operations & Maintenance of the Project.
80.	Volume 2, Page No. 11, Clause 2.2 & Volume 2, Page No. 21, Clause 7.2	Article 2.2: In consideration of the Developer agreeing to (i) develop the Project, (ii) transfer Authority's share, (iii) market the Project in terms of this Agreement, (iv) maintain the Trade Centre (including Authority's Share) until the same is handed over to the association/society (s) formed by the purchasers of the built up area in the project and (v)	Both clause mentions that one of the specific obligations of the Developer is to market the project. Please clarify whether it is a mandatory obligation. What kind of marketing activities for trade centre is expected to mandatorily undertaken by the developer and for what period.	Please refer to Clause 10.4 of the JDA for marketing of the Project.

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		run/operate the 5 Star luxury Hotel and.... Article 7.2: Identification of Authority and Developer Built-up area including identification and handover of Authority's' Constructed Area In consideration of the Developer agreeing to develop the Project at its own cost risk and responsibility as per this agreement, construct and deliver the Authority's' Constructed area and market the Project....		
81.	Volume 1, Page No. 46, Appendix V	Format of financial bid The Development Share quoted above in our offer is on warm shell basis and exclusive of the parking area and other requisite amenities/ facilities, which shall be provided as per the prevalent Development Control Regulations without any charges to the Authority.	<u>Appendix V – Format of Financial Bid</u> It is mentioned that the development share quoted shall be exclusive of parking area and “other amenities/facilities”. In this regard, please clarify what all is included under the definition of “Other amenities/facilities” which should be taken care of when submitting the financial bid. Also, how will the parking area be calculated.	Please refer to Corrigendum No.2, Item No. 15 and for revised provision under the Format in Corrigendum 2, Item No. 32.
82.	Volume 2 Page No. 6, Clause (E)	The Selected Bidder has incorporated the Developer to undertake the Project in accordance with the RFP and under the terms of this Joint Development Agreement. The [Selected Bidder/ Developer] has also signed a Binding Agreement with the Hotel Brand as per the [MoU/MoA/LoI] submitted in its Bid for undertaking the [Operations/ Management] of the 5-Star luxury Hotel as part of the Project in accordance with the terms of this Joint Development Agreement.	Clause E of the JDA mentions that the selected bidder should have signed a binding agreement with the Hotel Brand. Please clarify that the same clause would not be applicable when the developer himself owns the Hotel Brand.	Yes, in case of eligible Hotel brand owners themselves bidding for the project – no separate MoU/MoA/LoI would be required. Please refer to Corrigendum No.2, Item No. 9 for revised Annexure-1 (Details of the Bidder) of Vol.1 of the RFP.
83.	Volume 2	The Developer shall at its cost and responsibility	It is mentioned that the authority shall provide all	The Bidders are

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Page No. 14, Clause 4.1	prepare Plans and the required drawings for the building/s as per building bye-laws, Rules & Regulations in force for development of the Project Site / the Project and obtain the development Approvals, including the Sanctioned Plan for the entire Project, within 120 days from the date of signing of this agreement. The Authority shall provide all the necessary assistance / facilitation in obtaining the approvals. The Developer shall achieve the financial closure on or before the Appointed Date, which shall not be more than 180 days from signing of this agreement.	necessary assistance/facilitation to the developer in obtaining approvals. In this regard, please clarify: Will the entire approvals process be through single window clearance system?	requested to refer to TSIPASS for single window clearance process. Any other clearances, sanctions, approvals beyond those mentioned shall need to be obtained by the Developer separately.
84.	Volume 2 Page No. 14, Clause 4.1	<u>As stated in Article 4.1</u>	Please clarify on the extent and scope of assistance that will be provided by TSIIC in obtaining these licenses and approvals?	The Authority shall only facilitate/ assist the Developer in obtaining all requisite approvals, clearance, sanctions etc., on best effort basis with no cost to the Authority. The responsibility of obtaining all such requisite approvals, clearances, sanctions etc., shall be on the Developer only at its own costs.
85.	Volume 2 Page No. 14, Clause 4.1	<u>As stated in Article 4.1</u>	Please let us know whether TSIIC or GHMC will be the building plan approving authority for this project.	TSIIC/Industrial Area Local Authority (IALA) shall be the building plan approving authority
86.	Volume 2	<u>As stated in Article 4.1</u>	Please let us know whether the Power of Attorney	JDA and GPA provided

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Page No. 14, Clause 4.1		issued by TSIIC will be enough for the developer to seek required approval from authorities as normally, it has been seen that most departments require sale deed/lease deed i.e., title documents to process any license/approval.	therein shall be sufficient
87.	Volume 2 Page No. 14, Clause 4.1	<u>As stated in Article 4.1</u>	With respect to licenses obtained for construction and setting up of trade centre and hotel, please let us know whether all of these licenses or approval will be in the name of the developer or TSIIC or SPC.	In the name of SPC only.
88.	Volume 2 Page No. 14, Clause 4.1	<u>As stated in Article 4.1</u>	Once the authority development share has been handed over to the authority, will TSIIC help in transferring/amendment/re-issue of all licenses in name of the developer or developer will have to re-apply all of the licenses/approvals again in his name?	Not applicable. Please refer to the response above.
89.	General		How will the property tax for the property be assessed since the same property has trade centre owned by the Authority and the Hotel for which rights would be retained by the Developer.	Property tax assessment shall be as per prevalent norms
90.	General		Hope the Authority will pay the property tax for the trade centre. JDA is silent on the same.	Prior to the handing over of the Authority's share – the Developer shall be responsible of payment of entire Property Tax for the Project. After handing over of the Authority's share in accordance with the terms of the JDA, the respective owners of the property shall be liable to

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
				their respective shares of Property tax
91.	General		Property Tax Assessment is done before the issue of trade license that is before the operationalization of the Hotel or the property and before the handing over of authority's share of development.	Property tax assessment shall be as per prevalent norms
92.	Volume 2 Page No. 14, Clause 4.1	<u>As stated in Article 4.1</u>	It is mentioned that it is the responsibility of the developer to seek all licenses and approvals including all building approvals or fire clearance, Environment Impact Approval, Consent to Establish, Airport Authority, all NOC within 4 months. The timeline provided is too stringent and almost impossible to achieve considering the type and nature of licenses involved and committee meetings of authorities like EIA, PCB, etc. meeting once in a quarter or 6 months and dependency of each license on each other. Hence, timelines need to be reconsidered in view of the inter-dependencies and practicalities.	Please refer Corrigendum No.2, Item No. 11,12,13,&14 for revised timelines.
93.	Volume 2 Page No. 14, Clause 4.2	The Project Site will be developed for no other purpose other than as a 5 Star luxury Hotel with Trade Centre, consisting minimum facilities as defined in Clause 2.7, which is defined as the 'Project'. The Developer shall, in consultation with the Authority, prepare the necessary plans/ drawings/ designs for the Sanctioned Plan as per all Applicable Laws within 1 (one) month from the date of execution of this Agreement. The Developer shall develop the Project Site by obtaining a consolidated development plan. The Developer is free to construct beyond the MDO requirements	The Authority has provided designs and space planning for the developer in the RFP Document. In this regard, please let us know the following: 1. Is the developer expected to go with the same concept/design or space planning as indicated in the RFP document. If yes, is there any maximum limit till which the developer can deviate from Authority provided designs and area plans? 2. Will the authority share the reference of the Architect who has undertaken the said designs and area planning?	The details provided in PIM and RFP are only indicative in nature. The Selected Bidder is free to prepare the Project Designs, as per clause 4.3 of the JDA.

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		defined in Clause 2.7 within the permissible policy and development control regulations	<p>3. Please let us know whether the architect who has made the designs has relevant expertise in designing luxury hotels and commercial offices?</p> <p>4. Please let us know whether the architect has also progressed in making the architectural building plans as well.</p>	
94.	Volume 2 Page No. 14, Clause 4.3	The Developer shall prepare the concepts/plans/designs/drawings/Schedules (“Project Designs”) for the Project and submit to the Authority within 1 (one) Month from the date of execution of this Agreement. The Developer cannot unilaterally change the design and concept once finalized by the Authority. The Authority and the Developer shall in the above process act reasonably and cooperate with each other in good faith to achieve the objective of finalization of the Project Designs. If the Authority does not provide any comment/suggestion within 15 (Fifteen) days of submission of the Project Designs as above, it is deemed that the Authority does not have any comments/suggestions on the Project Designs provided by the Developer and the Developer shall be entitled to proceed with finalization of the Project Designs accordingly on expiry of such 15 days period.	It is mentioned that the developer will have to prepare all the necessary plans/ drawings/ designs for the sanctioned plan within 1 month from Joint Development Agreement. These timelines are very stringent and almost impossible in case the bidder wants to appoint a reputed Architectural cum Engineering Consulting Firm. Further, not only architect, the developer would be required to appoint many independent consultants/experts viz. structural consultants/ MEP/Interior designer etc. before the preparation of drawings that can be submitted for approval of TSIIC or the government agencies. Hence one month is practically impossible to appoint all the consultants and prepare, review and finalize the designs. Even if the developer chooses to hire the TSIIC Architectural consulting firm only, one month timeline seems too difficult for preparation, review and finalization of the building plans.	Please refer Corrigendum No.2, Item No. 11,12,13 &14 for revised timelines.
95.	Volume 2 Page No. 14, Clause 4.8	It is clarified that if as per the plan sanctioning rules, any deductions have to be made/given for certain portions of the land comprised in the Project Site from calculations of built-up area, then calculation of built-up area stipulated above shall be on the net land area of the Project Site, after giving	Is there any visibility as of now/any deductions proposed from the land under plan sanctioning rules? (Eg. Any land proposed to be taken by authority for Metro/road widening etc.)	No.

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		such deductions as per law		
96.	Volume 2 Page No. 16, Clause 5.1	..In the event the basic specifications as defined in Schedule III are upgraded by the Developer across the Project, then in such case the Authority shall also be entitled to such upgrades and additional specifications, and the cost of the same shall be borne by the Developer without adversely affecting the design and extent of the entitlement of the Authority to the Authority's Constructed Area....	It is mentioned that in case basic specifications defined in Schedule III is upgraded by the Developer, then the authority shall also be entitled to such upgrades and additional specifications. Hope the authority will not insist for same design, finishes etc. for the trade centre basis the upgraded designs, finishes of the Hotel as both can have separate finishes and specifications since both are separate businesses.	Yes, only specifications provided for Trade Center shall be common for the Developer's Share and Authority's Share - not the Hotel specifications.
97.	Volume 2 Page No. 17, Clause 5.6	Drawings Any change in the basic design and structure of the Project is subject to approval of the same by the Authority. The Authority shall permit the changes, if it is satisfied that the changes are going to benefit the Project	It is mentioned that any change in the basic design and structure of the Project is subject to the approval of Authority. Hope minor alteration/changes in internal facilities /amenities/layouts/area space planning/location in the design without affecting the overall concept and scheme envisaged would be allowed without authority's prior specific approval.	No. Only minor changes in the Hotel may be done without Authority's specific . any change in the Trade Centre shall be got approved.
98.	Volume 2 Page No. 21, Clause 7.1	The Developer shall, subject to the terms of this Agreement including Clause 5.1, secure Project Completion (MDO-1) within a period of 30 (thirty) months from the Agreement Date and provide Independent Engineer's Certificate and obtain the Occupancy Certificate for the entire Project ("Completion Date"). The Developer shall be entitled to a grace period of 6 (six) months beyond the Completion Date for the Project Completion. In the event of any further delay beyond the grace period as stated in this Clause, the Authority will be entitled to receive liquidated damages @Rs.50 (Rupees Fifty) per square feet per month for a period of 6 (six) months of delay for such delay in the Trade	It is mentioned that the authority shall be entitled to receive liquidated damages for delay in the Trade Centre Development and handover of the same to Authority. Hope there is no penalty on the hotel built up area in case there is delay in completion of hotel or other obligations as listed out in MDO - 1 by the Developer.	As per Clause 7.1 the liquidated damages shall be limited to any portion thereof of total built up area falling to the share of the Authority that has not been issued Taking Over Certificate by the Authority in the Trade Center only. There is no penalty applicable for delay in the completion of Hotel built up area during such period as

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		Centre development...		mentioned in the clause.
99.	(i) Volume 2 Page No. 21, Clause 7.3; (ii)Page No. 64/65 Schedule V: General Power of Attorney	<p>Article 7.3: The Developer shall, within the agreed timeline, (i) complete construction of the Authorities' share of Built-up Area as identified and allotted under the Area Identification Agreement (ii) obtain occupancy certificate in respect thereof, and (iii) handover the same to the Authority by issuing 45 (forty-five) days written notice to the Authority....</p> <p>POA xix(a): to transfer and convey by way of sale/transfer or mortgage or otherwise deal or dispose off the Developer's share of Built-up area including proportionate undivided share in the Project Site either to the Developer or any person nominated by the Developer, and to execute necessary Deeds of Sale/Conveyance either in its favour or in favour of the intending purchasers/ transferees and/or Mortgage deed in favor of the Bank (s) or NBFC as the case may be and to do everything necessary for completing the sale/ conveyance/ transfer/ mortgage including execution of such Deed/s, and for the presentation of the Deed of Sale/ transfer/ conveyance/ gift/ exchange/ Mortgage or any other documents as required for this clause and admitting execution thereof as well as to sign and execute all forms, affidavits, applications/statements/ declarations/ forms/returns for such registration....</p>	<p>Clause 7.3 of JDA states that post authority development share has been handed over to the Authority, developer will be entitled to execute conveyance/sale/lease deed for developer's share and handover the same to the clients/developer.</p> <ol style="list-style-type: none"> 1. Will this handover of developer share to developer be through any sale deed/ conveyance deed between Authority and Developer? 2. Is there any specific format of the sale/conveyance deed to be executed between authority and developer for transferring the developer's share in its name? 3. Can the developer on the basis of the POA represent the authority and transfer the share to himself? 	<p>Please refer to item no. xix(a) of the Schedule-IV (General Power of Attorney)</p> <p>The rights of the Developer shall finally vest for him to retain himself or to execute sale / conveyance only after he has handed over the Authority's share in accordance with the terms of the JDA.</p> <p>Please refer to item no 45, response to pre-bid queries</p>
100.	(i) Volume 2 Page No. 21, Clause 7.3; (ii)Page No. 64/65	As stated in Article 7.3 & POA xix(a)	JDA at various instances have referred to Taking Over Certificate. However, no format/schedule of taking over certificate has been provided. Taking over certificate is also not mentioned in the Area	Taking Over Certificate shall be as decided mutually during signing of the Area Identification

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Schedule V: General Power of Attorney		identification Agreement. Please clarify on the format of the taking over certificate.	Agreement
101.	(i) Volume 2 Page No. 21, Article 7.3; (ii)Page No. 64/65 Schedule V: General Power of Attorney	<u>As stated in Article 7.3 & POA xix(a)</u>	Once Authority development share has been handed over, will authority issue any NOC for transfer of development share or issue of Taking Over Certificate by the Authority is enough for the developer to transfer the balance BUA and land in its name.	Please refer to clause no XIX(a) of Schedule IV, GPA. There is a clear restriction for transfer of title over any portion of the constructed area until the Authority's Share is handed over. This is specified in Clause 11.7 which has to be read in conjunction with the conditions prescribed in Clause 7.3 of the JDA. Taking Over Certificate shall be sufficient. Further, Clause 2.10 of the Area Identification Agreement can be used to address any such situation which require Authority to execute any further deed/ document.
102.	(i) Volume 2 Page No. 21, Clause 7.3; (ii)Page No. 64/65 Schedule V: General Power of	<u>As stated in Article 7.3 & POA xix(a)</u>	Please let us know whether the title rights on the land be transferred on freehold/leasehold basis to the developer. Please also clarify whether the same would be transferred for perpetuity or fixed term.	It shall be on freehold basis, subject to compliance with the terms & conditions of the JDA

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Attorney			
103.	General	NA	What would be the involvement and role of TSIIC in hotel operations or in hotel facilities after execution of sale deed for developer's share to the developer?	No involvement of TSIIC in Hotel operations
104.	General	NA	Are there any concession or grants available in Payment of Stamp Duty, registration of transfer of rights, VAT, GST, Property Tax assessment in this project?	As per prevailing norms/ guidelines/ schemes.
105.	Volume 2 Page No. 22, Clause 7.4	Under the Joint Development Agreement entered into by the Authority with Developer, the Developer has agreed to transfer (in sq ft)/ (in sqmt) of Total Built-Up Area towards Authority's Constructed Area, as specified in Clause No 2.7. The aforementioned built-up areas to be transferred to the Authority are hereinafter collectively referred to as the "Authority's share of Built-up Area". The Authority's' share of Built-up Area along with proportionate undivided land share in the Project Site or any portion thereof shall be earmarked in the area identification agreement.	It is mentioned that authority's built-up area along with proportionate undivided land share in the project site will be handed over the Authority. In this regard, how will be the proportionate undivided share of land be calculated between developer and authority.	Please refer to Schedule-VIII (Area Identification Agreement)
106.	Volume 2 Page No. 29, Clause 10.1	The Developer shall regularly keep the Authority updated on the progress of the Project by providing monthly report and call for a quarterly meeting with the Authority to discuss the same	Please clarify what recourse will be available with the Developer if no response is received from the Authority on the quarterly meetings called by the Developer.	Please refer Corrigendum No.2, item no. 19for revised Clause 10.1 of the JDA.
107.	Volume 2 Page No. 35, Article 15	It is agreed between the Parties that in the event of any change in the Specifications sought for by the Authority for its share of Built-up area of the Project Site, which is in the nature of upgradation of Specifications, the Authority shall contribute the difference for such upgradation cost at mutually agreed rates and at mutually agreed additional time periods, provided the same is not in contravention of	Please clarify what may be the nature of additional work/ upgradation of specifications that may sought for by the Authority for its share of built-up area.	Shall be dependent on the Project Designs submitted by the Developer

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		the Sanctioned Plan.		
108.	Volume 2 Page No. 37, Article 17	The Developer shall affect and maintain at its own cost, during the Construction Period, such insurances for such maximum sums as may be required or prudent in accordance with Good Industry Practice and the Applicable Laws (the "Insurance Cover"). Such insurances shall be in the joint names of the Authority and the Developer and have to be furnished to the Authority within 30 days from the date of this Agreement. The Insurance Cover shall be up to the end of completion of Works, till such time Completion Certificate is issued. The Insurance Cover must necessarily cover the following Developer's risks....	All risks mentioned in 17.1 pertains to developer only. Please clarify why all the insurances for the project have to be in joint name of Authority and Developer. It is mentioned that all insurances have to be availed within 30 days from the date of JDA. Please note that insurances can be availed only once after all approvals required for construction of the Hotel are in place and before commencement of construction.	Please refer to Corrigendum No.2, item no. 20 for revised provision under Article 17 of the JDA.
109.	Volume 2 Page No. 37, Article 17.5	The proceeds from all insurance claims, except life and injury, shall apply for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project.	It is mentioned that proceeds from insurance claim shall only apply for the repair, restoration. Please note that the developer will not wait for the insurance claim proceeds to carry out the necessary repair, restoration etc. and the same would be carried out the earliest. Hence, insurance proceeds received subsequently (towards reimbursement of expenses) may not apply for the specific repair, restoration.	RFP conditions prevail
110.	Volume 2 Page No. 39, Article 19	Financial Close	How is the financial closure expected to be done where the project is completely self-funded by the developer and there is no external borrowing by the developer.	Please refer to Corrigendum No.2, item no. 21 for revised provision under the Clause
111.	Volume 2 Page No. 44, Clause 21.3	Termination Payments	Debt Due mentioned in termination payments has not been defined anywhere.	Please refer to Corrigendum No.2, item no. 23 for definitions of Debt Due and Equity
112.	Volume 2	deliver and transfer relevant records, reports,	Under Divestment Requirements, developer is	The IPR transfer under

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Page No. 46, Clause 22.1.1.(d)	Intellectual Property and other licenses pertaining to the Project and its design, engineering, construction and maintenance including all programs and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Developer represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Authority free of any encumbrance	required to deliver and transfer Intellectual Property to the Authority. Please note that this intellectual property will include designs, plan etc. which will be Intellectual property of the relevant architectural firm and not of developer and developer himself will have no right/control on the same. Accordingly, we would request the Authority to reconsider the said clause in the Joint Development Agreement. Moreover, intellectual property will also include the applicable Hotel Brand which cannot be handed over to the Authority upon termination.	this Clause does not include the Hotel Brand. RFP conditions prevail
113.	Volume 2 Page No. 56, Clause 28.4	For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Developer in the Project shall be deemed to be acquired and owned by the Developer. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the developer under the Applicable Laws....	This clause states that property representing the capital investment made by the Developer in the Project shall be deemed to be acquired and owned by the Developer. Please clarify whether the developer will be entitled to claim depreciation on the authority development share handed over to the Authority.	No, it shall be as per applicable norms.
114.	Volume 2 Page No.86, Schedule VIII: Area Identification Agreement Clause: 2.8	The Parties hereto agree that in case if there is any increase in the total Built Up area of the Project or the car parking area on completion of the Project, the increased area shall be allocated to the Parties equally and the Parties shall enter into revised allocation agreement for recording revised area if any	Please clarify what process and allocation methodology will be followed if there is any increase in the total Built Up Area of the project.	It shall be same as mentioned in the Schedule VIII: Area Identification Agreement, as per the revised total Built Up Area
115.	Volume 2 Page No. 61, Schedule III: Specifications		Schedule III of JDA is left blank. Please let us know what are the specifications expected by the authority for Trade Centre, Hotel, common areas etc.	To be provided by the Developer as part of the Project Designs, as provided in Clause 4.3 of the JDA

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
116.	General		What will be the involvement of TSIIC in the selection of contractors, material specifications and progress and during the progress of work	TSIIC/ IE shall be involved only in monitoring the project progress and specifications stipulated as per the terms of JDA.
117.	Volume 3 Page No. 6, Clause: 2.1	The flagship IKEA store is also located in close proximity to the site. The main approach to the proposed site is through a 45m wide road (detour from the main Durgam Cheruvu Road) at the south-eastern side. T Hub 2, IMAGE Towers and T Works are the other landmarks next to the site.	RFP states that property has main entry access from 45 mt. road. Is that sufficient for development of a 5 Star Luxury Hotel and Trade Centre of such size, scale and level envisioned by the Authority. Is it possible that an additional access for the property can be provided from the 90m wide road as well.	Not possible.
118.	General	NA	<p>“As per IS 1893, Part 1, 2016, Page no 16, Clause no. VII under floating or stub columns; Floating of columns from the existing structural elements of the building is prohibited. The proposed area plan by TSIIC doesn't factor the same. This will significantly restrict the planning of Banquet space with wider grid length for getting Pillar less space in the same building which will have Guest rooms at the upper levels. Due to which the Banquet space needs to be planned in a separate building.</p> <p>This will significantly reduce the built up area proposed / envisaged by TSIIC in the tender documents. Request to please advise revised area plan, as Developer is expected to comply with the same.”</p> <p>Please do let us know in case you wish to clarify anything in this regard.</p>	The Developer shall make its own assessment as per applicable norms and submit the Project Designs as per Clause 4.3 of the JDA

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries																																												
119.	Volume 1 Page No. 11, Clause 1.2.7	The minimum Reserve share/built-up areprescribed for this Project shall be 1,86,000 Sft (One Lakh Eighty Six Thousand SquareFeet) of warm shell in the Trade Centre.	Clause 1.2.7 in the document specifies a minimum reserve share or built-up area for the Authority, which is 1,86,000 Sft. To confirm, this minimum reserve share is indeed based on the projected built-up area mentioned in Clause 1.1.11 of the Bid document.	Yes.																																												
120.	(i) Volume 1 Page No. 7, Clause 1.1.11; (ii)Volume-3, Page No. 21, Clause 4.3, Table 6	<p>Clause 1.1.11: The Developer needs to develop and hand over a minimum 1.86 lakh Sft BUA or higher as per the Bid Parameter (the 'Authority's Development Share') in the Trade Centre (warm shell structure) to the Authority within 30 months of Agreement Date.</p> <p>PIM, Point 2.1, Table 6: <i>Table 6: Scenarios for the achieving optimum utilisation of the Site Area</i></p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Scenario1</th> <th>Scenario2</th> <th>Scenario3</th> </tr> </thead> <tbody> <tr> <td>Site Area (Sqm)</td> <td>12,141</td> <td>12,141</td> <td>12,141</td> </tr> <tr> <td>Setbacks (mtrs)</td> <td>14</td> <td>16</td> <td>17</td> </tr> <tr> <td>Achievable Floor Plate /Ground Coverage Built up (Sqm)</td> <td>6,640</td> <td>5,959</td> <td>5,626</td> </tr> <tr> <td>Max. Height of the Building (mtrs)</td> <td>50</td> <td>55</td> <td>60</td> </tr> <tr> <td>Height of the floor* (mtrs)</td> <td>4</td> <td>4</td> <td>4</td> </tr> <tr> <td>No of Floors</td> <td>13</td> <td>14</td> <td>15</td> </tr> <tr> <td>Total BUA (Sqm)</td> <td>83,000</td> <td>81,936</td> <td>84,390</td> </tr> <tr> <td>Total BUA (Sq. ft)</td> <td>8,93,404</td> <td>8,81,954</td> <td>9,09,724</td> </tr> <tr> <td>Parking Area (Sq. ft) @ 30% to Total BUA</td> <td>2,68,021</td> <td>2,91,045</td> <td>3,00,209</td> </tr> <tr> <td>Total BUA (including Parking)</td> <td>11,61,425</td> <td>11,72,998</td> <td>12,09,933</td> </tr> </tbody> </table> <p><small>Source: Consultant Analysis *The height of the floor is based on the standard height design adopted for commercial buildings and the actual height of the floor and therefore the number of floors and built-up area feasible at the identified site shall be based on the nature of the facility developed.</small></p>	Particulars	Scenario1	Scenario2	Scenario3	Site Area (Sqm)	12,141	12,141	12,141	Setbacks (mtrs)	14	16	17	Achievable Floor Plate /Ground Coverage Built up (Sqm)	6,640	5,959	5,626	Max. Height of the Building (mtrs)	50	55	60	Height of the floor* (mtrs)	4	4	4	No of Floors	13	14	15	Total BUA (Sqm)	83,000	81,936	84,390	Total BUA (Sq. ft)	8,93,404	8,81,954	9,09,724	Parking Area (Sq. ft) @ 30% to Total BUA	2,68,021	2,91,045	3,00,209	Total BUA (including Parking)	11,61,425	11,72,998	12,09,933	Kindly Confirm, If we take into account the GHMC authorities' approval of a built-up area of 9.09 lakh Sft as mentioned in Volume-3, Clause 4.3, Table 9, then the calculation for the Authority's share would involve adding the minimum reserve share of 1.86 lakh Sft to 50% of the area that exceeds the originally projected 6.66 lakh Sft. This additional area amounts to 2.43 lakh Sft (9.09 - 6.66). Therefore, the Authority's share would be 1.86 lakh Sft plus 50% of 2.43 lakh Sft.	Please refer Corrigendum No.2, item no. 27for revised Clause.
Particulars	Scenario1	Scenario2	Scenario3																																													
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121.	General	NA	Can We have the clarity about common areas such as Lift landing area will be the part of Built up area.	Please refer CorrigendumNo.2, item no. 25&26for revised definitions of Built-up Area and Project																																												

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
				Constructed Area.
122.	Volume 1 Page No. 10, Clause 1.2.4	A Bidder is required to submit, along with its Bid, a non-refundable bid processing fee of Rs. 1 Lakh (Rupees One Lakh only) in the form of a Demand Draft on the name of "Telangana State Industrial Infrastructure Corporation Limited". It shall also submit a bid security of Rs. 5 Crores (Rupees Five Crore only) in the form of Demand Draft or Bank Guarantee from a Scheduled Bank refundable not later than 90 (Ninety) calendar days from the date of Award to the Selected Bidder....	A. What should be the validity of the bank guarantee of rupees five crores to be provided as bid security?	240 days (plus 60 days claim period). Please refer to Point no.4 of Appendix-VII of Volume 1 of RFP. RFP conditions prevail
123.	Volume 1 Page No. 10, Clause 1.2.4	<u>As stated in Clause 1.2.4</u>	Kindly provide the GST number of TSIIC and also bank details with account number and IFS code	A/c name: TSIIC Ltd. Bank name: Kotak Mahindra bank A/c no: 304011029457 IFSC code: KKBK0007451 Branch: Abids road
124.	Volume 1 Page No. 7, Clause 1.1.12	Clause 1.1.12 MDO - 1: Within 30 months of the Agreement Date, the Developer needs to achieve the following.... MDO - 2: Within 48 months of Agreement Date, the Developer needs to achieve the following....	A. Timelines for preparation of plans, approval of concept by TSIIC, approvals from various departments, such as Fire, Airports Authority, Environmental Impact Assessment, etc., appear to be tight. Can you expand the timelines? We suggest 60/48 months' time for construction from the date of receiving all approvals because town planning rules extend 72 months (6 years) validity for the completion of the building. B. We need clarity on timelines, e.g., on building approvals, TSIIC space hand-over date, hotel activation date, etc.	Please refer Corrigendum No.2,Item No. 11, 12, 13 &14for revised timelines.
125.	Volume 1	As per the site assessment based on the applicable	Built-up areas	No restriction/ceiling

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
	Page No. 7, Clause 1.1.11	development control regulations and broad conceptual plan it is estimated that the potential BUA for the Project would be approx. 6.66 lakh Sft (excluding parking) and the following project components are proposed....	Is there any restriction/ceiling for each of the project components, namely, 1. Hotel 2. TSIC portion of the Trade Centre 3. Proponent share of Trade Centre	after fulfilling the MDOs
126.	Volume 1 Page No. 7, Clause 1.1.11	<u>As stated in Clause 1.1.11</u>	Is there restriction on the number of floors or height of the building?	Height shall be as per applicable norms
127.	Volume 1 Page No. 7, Clause 1.1.11	<u>As stated in Clause 1.1.11</u>	Does the 6,66,000 square feet area mentioned include common areas or not?	Please refer Corrigendum No.2, Item No. 15, 25&26 for revised definitions of Built-up Area and Project Constructed Area.
128.	General	NA	Can we name the Trade Centre?	Please refer Article 13 of the JDA for publicity & signage
129.	General	NA	Can we avail of TDR incentives?	As per the applicable regulations
130.	General	NA	Do you permit environmental deck?	As per the applicable regulations
131.	General	NA	Can we have common MEP plant and machinery for the complete Trade Centre or separately for TSIC share and the Developer's share of area? If common is allowed, can we include required hotel plant and machinery into the common plant and machinery?	To be proposed as part of Project Designs as mentioned at Clause 4.3 of JDA
132.	General	NA	For management of services, can the TSIC part of the Trade Centre have its own association and the	It shall be common for the entire Trade Center

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			Developer's part have another association? Or, are we going to have only one association for entire Trade Centre for areas owned by both TSIIC as well as the Developer? Or, can we have a separate association for the part of the Trade Centre owned by the Developer?	
133.	General	NA	What is the stamp duty impact on us? 1. Will it be only on land value or will it be land value plus value of built-up area? 2. Is the plot part of an approved layout?	Stamp duty shall be as per applicable norms. The proposed plot is part of an approved layout.
134.	General	NA	What are the width of the roads on both sides of the plot as per the master plan?	Road widths are 45m as per master plan. However, the Bidder shall visit the site and make its own assessment before submission of its Bid.
135.	Volume 1 Page No. 8, Clause 1.1.13.(vii)	Developer shall, at free of cost, provide to the Authority for a total period of 07 (Seven) days in a year - Banquet hall, 01 (One) suite room and 09 (Nine) double bed rooms in the 5 Star luxury Hotel upon written request atleast 48 hours in advance from the Authority to the Developer.	Hotel upon written request at least 48 hours in advance from the Authority to the Developer. What if rooms or suite or banquet hall is not available at 48 hours advance request?	Please refer to Corrigendum No.2,Item No. 1for revised provision under the Clause.
136.	Volume 1 Page No. 28, Clause 3.3.9.(b)	In the event that two or more Bidders quote the same Authority's Development Share (the "Tie Bidders"), the Authority shall ask both such Bidders to resubmit their bids such that they are higher than the Authority's Development Share quoted in the first round of Bidding. The Authority shall declare the Bidder that had quoted the higher Authority's Development Share in such second round of Bidding shall be declared as the Selected Bidder.	In such a case, is the revised bid required to be given on the spot? If not, then within how many days?	It shall not be on the spot. The Authority shall inform the timeline to the Tie Bidders.

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
137.	Volume 1 , Appendix - IV, Page No. 45, Sl. No, 1.	Technical Capacity I. Is Brand owner of any of the reputed 5-Star Deluxe or its global equivalent Hotel Brands OR II. During the last 10 years prior to bid due date, has experience of Developing a minimum of 5,00,000 (Five Lakh) square feet of Grade-A commercial space AND at least ONE FIVE STAR rated Hotel (as per the Ministry of Tourism, Government of India) in India which is currently operational AND as on the bid due date has an MoU/MoA/LoI with any of the reputed 5-Star Deluxe or its global equivalent Hotel Brands for operation & Management of the Hotel that shall be converted into a binding agreement by such Bidder with the Brand before entering into JDA with the Authority	we own a reputed five star deluxe hotel, with 233 rooms. This hotel has the single largest room inventory in Andhra Pradesh. We have built and developed this hotel and it is managed by Accor under the Novotel luxury brand name. Do we fulfil the technical requirement?	The Qualification of Bidders shall be as per point no. 2.b of Clause 2.1.16 of Volume-1 of the RFP. Please refer to Corrigendum No.2, Item No. 6for revised Clause 3.3.3 for Eligible Projects.
138.	Volume 1 , Appendix - IV, Page No. 45, Sl. No, 1.	<u>As stated in Appendix-IV, Sl No. 1</u>	is the area of five lakhs square feet inclusive of parking?	Please refer to Corrigendum No.2, Item No. 6for revised Clause 3.3.3 for Eligible Projects.
139.	Volume 1 , Appendix - IV, Page No. 45, Sl. No, 1.	<u>As stated in Appendix-IV, Sl No. 1</u>	With reference to Appendix IV, S. No. 1, Parameters (Technical Capacity) II, on Page 45 of Volume 1 of the RFP document, Details of some such developments are attached herewith for your perusal. We hope that, considering our experience in building luxury hotels and commercial spaces, WE will be considered to have passed the technical evaluation.	The Qualification of Bidders shall be as per point no. 2.b of Clause 2.1.16 of Volume-1 of the RFP. Please refer to Corrigendum No.2, Item No. 6for revised Clause 3.3.3 for Eligible Projects.
140.	General		We have requested for the plan of the plot in AutoCAD format to enable us to derive the exact	Please refer Corrigendum No.1 for

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			measurements of the plot and widths of both the roads abutting the plot.	details of the plot
141.	General		We have also learnt in the pre-bid meeting that the proposed plot is a regularised plot and does not attract development fees, like 14% Layout Open Charges. Please also share with us proof for the same showing the Plot Number, Ward, Zone etc. This will help us to upload our building proposal in TSDPMS.	The proposed plot is part of an approved layout. TSIC/IALA is the competent authority
142.	Volume 1 , Appendix - IV, Page No. 45, Sl. No, 1.	<u>As stated in Appendix-IV, Sl No. 1</u>	With reference to Appendix IV, S. No. 1, Parameters (Technical Capacity) II, on Page 45 of Volume 1 of the RFP document, we request you to consider the below areas also for the purpose of Grade A commercial spaces. <ul style="list-style-type: none"> Meeting and convention centre (MICE) spaces in five-star hotels and Office spaces in automobile showrooms which are Grade A commercial spaces as they are built as per the CI (Corporate Identity) of global brands 	The Qualification of Bidders shall be as per point no. 2.b of Clause 2.1.16 of Volume-1 of the RFP. Please refer to Corrigendum No.2, Item No. 6for revised Clause 3.3.3 for Eligible Projects.
143.	Vol.1 Page no. 13, Section 1.3.2, pt. 5	Bid due date: 13/11/2023, 3.00 pm	Considering Diwali Festival dates and Election notification, request to extend the bid due date by 4 weeks	Please refer to Corrigendum No.2, Item No. 33 for revised Bidding Schedule
144.	Vol.1 Page no.16, Section 2.1.16, pt. 4	No Consortiums are allowed. However, the Bidder is allowed to use the Technical & Financial Capacities of its Associates. For the purpose of the RFP, an Associate shall mean in relation to the Bidder a person who controls, is controlled by or is under common control with such Bidder (the 'Associate'). The expression 'control' means with respect to a person which is a company or body	As we are an international company based out of Maldives; for operational reasons, we would request you to allow us to bid by forming an SPV (by partnering with company based out of India)	RFP conditions prevail

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
		corporate, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person under an agreement or by operation of law.		
145.	Vol.1 Page no.16, Section 2.1.16 Pt. 1 and 4	Bidder shall be a single legal entity operational for atleast 10 years as on Bid due date. Legal entity means a Company incorporated under the Companies Act,1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered under the Proprietorship Act, 1908.	The term Bidder shall either be a company incorporated under Companies Act, 1956/ 2013 or a Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a body corporate incorporated under the applicable laws of its origin	RFP conditions prevail
146.	Vol.3 Page no.19, Section 4.2.5	Permissible height as per the RFP document is ~60.07m	The Project would be designed for a truly world class high rise facilities/ building. As per the RFP, we have noted that buildings higher than 60m have been permitted in the vicinity; hence, request if Authority can facilitate in getting approval for heights greater than 60m	The details in the PIM and RFP are only indicative in nature. The Bidder is required to make its own assessment of the Site before bidding. The Authority shall only facilitate for Approvals, however the responsibility of obtaining Approvals shall be on the Selected Bidder as per the terms of the JDA
147.	Project Components		Request you to kindly permit, branded service apartment also over and above the minimum development of 180 keys of 5 Star Deluxe hotel.	Please refer Clause 2.7 of the JDA. The Developer shall be free to develop

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
				beyond the MDOs complying with the applicable regulations and prevalent norms/statutes
148.	Vol.1 Page no.7, Clause 1.1.11	Proposed Project	We request the following confirmation: The built-up areas prescribed in the RFP are proposed areas basis the present development potential. If the Successful Bidder is able to efficiently utilise more than 6.66 lakhs square feet built-up area, then the Successful Bidder would be entitled to do so, in accordance with applicable law and approvals.	Yes. Please refer Clause 2.7 of the JDA. The Developer shall be free to develop beyond the MDOs complying with the applicable regulations and prevalent norms/statutes
149.	Vol.1 Page no.7, Clause 1.1.12	Minimum Development Obligations	We request the following confirmation: Subject to the Bidder handing over a minimum constructed area of 1.86 lakh square feet built-up area plus additional area offered by the selected bidder in its bid, the Bidder is entitled to vary/modify the built-up areas of Hotel, the Trade Centre and other components of the project in such manner it deems fit and no adherence is required to distribution of the built-up areas proposed in the RFP, which are understood to only be indicative.	Please refer Clause 2.7 of the JDA in conjunction with Clauses 4.3 & 4.5 of the JDA. RFP conditions prevail
150.	Vol.1 Page no.16, Section 2.1.16 Pt. 1	Minimum Eligibility Criteria	We request the following confirmation: For fulfilling the 'Minimum Eligibility Criteria' condition in 2.1.16 (1) of the RFP requiring the Bidder to be a single legal entity operational for atleast 10 years on the bid due date, the Bidder rely on the track record of it's Associates, similar	The condition applies to the Bidder only, not its Associates. RFP conditions prevail

PRE-BID RESPONSES

Sl. No.	RFP Clause/Sub Clause	Details of the Clause as stated in RFP	Queries Received	Responses for Queries
			to reliance permitted to be placed on Associates for fulfilling Technical Capacity and Financial Capacity.	
151.	Vol.1 Page no.16, Section 2.1.16 Pt. 4	Minimum Eligibility Criteria	<p>We would request the following modifications to the eligibility criteria set out in 2.1.16 (4) of the RFP:</p> <p>Deletion of the condition that no consortiums are allowed. We would want the ability to jointly apply along with another entity at the time of the RFP itself. If the condition intends to prescribe that no consortiums can be formed among two or more bidders post the RFP submissions, we would request you to clarify the same.</p>	<p>No consortiums are allowed. RFP conditions prevail.</p> <p>Consortium among two or more bidders post the RFP submissions shall be considered collusion/ Restrictive practice and all such Bidders shall be dealt with in accordance with the provisions under Fraud and Corrupt practices of the RFP.</p>
152.	Vol.1 Page no.16, Section 2.1.16 Pt. 4	Minimum Eligibility Criteria	<p>We would request the following modifications to the eligibility criteria set out in 2.1.16 (4) of the RFP:</p> <p>Definition of 'control' should be amended to mean with respect to a person which is a company or body corporate, the ownership, directly or indirectly, of equal to or more than 50% (fifty percent) of the share capital of such person.</p> <p>We would want the ability to have an equal partnership.</p>	RFP conditions prevail

All the bidders are requested to submit their proposals as per the forms/ formats provided in the Appendices/ Annexures to the Vol.1 of the RFP duly complying with the supporting documentation requirements specified.

CORRIGENDUM/ADDENDUM

RFP FOR DEVELOPMENT OF 5 STAR LUXURY HOTEL WITH TRADE CENTRE ON JOINT DEVELOPMENT BASIS AT HYDERABAD KNOWLEDGE CITY, RAIDURGAM (V), SERILINGAMPALLY (M), RANGA REDDY (D), TELANGANA, INDIA

CORRIGENDUM/ADDENDUM No. II TO THE RFP

Dt. 10-Nov-2023

All the interested Bidders are requested to refer the RFP No. 48/CE/TSIIC/5-Star Hotel cum Trade Centre/2022-23 published on 06-Oct-2023 in conjunction with the Corrigenda/Addenda along with the Responses to Pre-Bid queries issued.

Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
1.	Volume 1, Page No. 8, Clause 1.1.13 (vii) and Vol.2, Page No. 11, Clause 2.1 (d)	Developer shall, at free of cost, provide to the Authority for a total period of 07 (Seven) days in a year - Banquet hall, 01 (One) suite room and 09 (Nine) double bed rooms in the 5 Star luxury Hotel upon written request atleast 48 hours in advance from the Authority to the Developer	Developer shall, at free of cost, provide to the Authority for a total period of 07 (Seven)days in a year - 01 (One) suite room and 09 (Nine) double bed rooms in the 5 Star luxury Hotel upon written request atleast 48 hours in advance from the Authority and a Banquet hall for a total period of 7 days in an year upon written request atleast 1 week in advance to the Developer.
2.	Volume 1, Page No. 9, Clause 1.1.15	The Bidder, as part of its Bid, shall submit a Memorandum of Understanding (MOU)/Memorandum of Association (MOA)/ Letter of Intent (LOI) with any of the 5-Star Deluxe or its global equivalent Hotel brands provided in the RFP for undertaking the Project if selected. Such MOU/MOA/LOI shall necessarily provide for submission of a Binding Agreement with the Hotel brand and upon being declared as Selected Bidder shall have to mandatorily furnish such agreement as per the terms of the RFP. The Selected Bidder cannot change the hotel brand that it has signed an MOU/MOA/LOI with for the purpose of Bidding. If any such change is made and/or found by the Authority until the completion of Bidding process the Authority shall summarily reject the Bid of such Bidder and forfeit its Bid Security.	The Bidder, as part of its Bid, shall submit an exclusive Memorandum of Understanding (MOU)/ Memorandum of Association (MOA)/ Letter of Intent (LOI) with any of the 5-Star Deluxe or its global equivalent Hotel brand which shall not participate with any other Bidders for undertaking the Project. Such MOU/MOA/LOI shall necessarily contain a provision for submission of a Binding Agreement with the Hotel brand and upon being declared as Selected Bidder shall have to mandatorily furnish such binding agreement as per the terms of the RFP. The Selected Bidder cannot change the hotel brand that it has signed an MOU/MOA/LOI with for the purpose of Bidding. If any such change is made and/or found by the Authority until the completion of Bidding process the Authority shall summarily reject the Bid of such Bidder and forfeit its Bid Security.

CORRIGENDUM/ADDENDUM

Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
3.	Volume 1, Page no. 13, Section 1.3.2	Schedule of Bidding Process	Please refer to the revised schedule of bidding process provided below in this Corrigendum
4.	Volume 1. Page No.16, Clause 2.1.16.4	No Consortiums are allowed. However, the Bidder is allowed to use the Technical & Financial Capacities of its Associates. For the purpose of the RFP, an Associate shall mean in relation to the Bidder a person who controls, is controlled by or is under common control with such Bidder (the 'Associate'). The expression 'control' means with respect to a person which is a company or body corporate, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person under an agreement or by operation of law.	No Consortiums are allowed. However, the Bidder is allowed to use the Technical & Financial Capacities of its Associates. For the purpose of the RFP, an Associate shall mean any company which is a subsidiary of the other company or any company with common shareholders having 50% or more control in the other company or any Associate as defined in section 2(6) of the Companies Act, 2013 (the 'Associate').The expression 'control' means with respect to a person which is a company or body corporate, the ownership, directly or indirectly, of 50% (fifty per cent) or more of the share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person under an agreement or by operation of law.
5.	Volume 1. Page No. 17, Clause 2.1.17.(b)	In case of Bidder participating with its Associates, such certificate(s) of each such Associate claiming the Financial Eligibility shall be furnished. The Bidder cannot utilize the Financial Capacities of more than Two (02) Associates for the purpose of this Clause.	The Bidder can utilize the Financial Capacities of not more than Four (04) Associates for the purpose of this Clause, however, the main bidding entity shall be required to have minimum 60% of the Financial Capacity prescribed (i.e., minimum INR 75 Crores).
6.	Volume 1, Page No.26, Clause 3.3.3	For the purposes of this RFP document, more particularly for the purposes of Clause 2.1.16, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.3.4 (the "Eligible Projects"): For the purpose of this RFP document: Eligible Project shall include 5 Star rated Hotel (as per the Ministry of Tourism, Government of India)	For the purposes of this RFP document, more particularly for the purposes of Clause 2.1.16, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.3.4 (the "Eligible Projects"): For the purpose of this RFP document: Eligible Project shall include a 5 Star rated Hotel (as per the Ministry of Tourism, Government of India) presently operational in India, Grade-A commercial space of 5 Lakh square feet under a single project as per the sanctioned building plan presently operational in India. Grade-A commercial

CORRIGENDUM/ADDENDUM

Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
		presently operational in India, Grade-A commercial space presently operational in India.	space shall mean any office building constructed in central business districts or services oriented business districts or IT/ITeS parks or Technology parks in a metropolitan city having excellent connectivity, premium architecture and aesthetics, best in class amenities and facilities management services and commands a premium in lease rentals over other buildings in its vicinity.
7.	Volume 1, Page no. 30, Section 4	MISCELLANEOUS	All the numbering in the Section 4 may be counted as 4.1, 4.1.1 and so forth
8.	Volume 1, Page no. 32, Section 8	8.APPENDICES AND ANNEXURES	Section 8" 8.APPENDICES AND ANNEXURES may be read as Section 5 "5.APPENDICES AND ANNEXURES"
9.	Volume 1, Page no. 35, Annexure-I of Appendix I (Details of the Bidder)	1. Particulars of the Bidder: (a) Name: (b) Country of incorporation: (c) Address of the corporate headquarters and its branch office(s), if any, in India: (d) Date of incorporation and/ or commencement of business:	1. Particulars of the Bidder: (a) Name: (b) Country of incorporation: (c) Address of the corporate headquarters and its branch office(s), if any, in India: (d) Date of incorporation and/ or commencement of business: (e) Name of the Hotel Brand participating in the Bid, which is presently not available in Hyderabad: (f) No. of 5-Star Deluxe in India or its global equivalent luxury Hotels being operated along with details of locations and total no.of keys in India: (g) Exclusive MOU/ MOA/ LOI submitted with Bidder: Yes/ No
10.	Volume 1, Page no. 46, Appendix V (Format of Financial Bid)	The Development Share quoted above in our offer is on warm shell basis and exclusive of the parking area and other requisite amenities/ facilities, which shall be provided as per the prevalent Development Control Regulations without any charges to the Authority.	The Development Share quoted above in the offer (B) is on warm shell basis and exclusive of the parking area and other requisite external utilities /amenities/ facilities, which shall be provided as per the prevalent Development Control Regulations without any charges to the Authority.
11.	Volume 1 (Clause.1.1.12) &Volume 2 (Clause. 2.7) of the RFP	Wherever the timelines for MDO-1 and MDO-2 have been used	Timeline for MDO - 1 shall be read as - Within 36 (Thirty-six) months of Agreement Date Timeline for MDO - 2 shall be read as - Within 48 months of

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
			Agreement Date
12.	Volume 2 (Clause.4.3 & 5.5(b) of the RFP	Wherever the timelines for obtaining Project Designs have been used	The Developer shall prepare the concepts/plans/designs/drawings/Schedules ("Project Designs") for the Project and submit to the Authority within 90 days from the date of execution of this Agreement.
13.	Volume 1(Clause 1.1.13(v)&Vol 2 (Clauses 4.1,4.5&5.5(c) of the RFP	Wherever the timelines for obtaining Approvals have been used	The Developer shall obtain all required licenses, sanctions, consents, permissions, no-objections and such other orders as are required to procure the Sanctioned Plan and all approvals necessary for development of the Project ("Approvals") within 180 days of signing of this agreement.
14.	Volume 1(Clause.1.1.13(vi) &Vol 2 Clause. 4.1, 5.5(d) of the RFP	Wherever the timelines for Appointed Date or Financial Closure have been used	The Developer shall achieve the financial closure on or before the Appointed Date, which shall not be more than 270 days from signing of this agreement.
15.	Volume 2. Page No. 7, Clause 1.1. (k)	"Common Areas" shall mean all portions of the Project in common use of the Authority / Developer/occupants of units in the Trade Center or any particular portion of the Project including the roads, driveways, parks and landscaping, sewage treatment plants, generator rooms, security rooms, club house, recreation facilities and any other amenities, facilities and benefits that is meant for common use of the Authority / Developer / occupants of units in the Project and shall be over and above the total Built-up area	"Common Areas" shall mean all portions of the Project in common use of the Authority / Developer/occupants of units in the Trade Center or any particular portion of the Project including sewage treatment plants, generator rooms, security rooms, club house, recreation facilities and any other amenities, facilities and benefits that are meant for common use of the Authority / Developer / occupants of units in the Project but excluding the roads, driveways, parking and landscaping, shafts and cut-outs and components which are outside the building. For the sake of clarity, in case the components like generator room, STP, Security Room etc are built outside the building, then they shall not be part of common area.
16.	Volume 2. Page No. 8, Clause 1.1.(y.4)	"taxes" shall mean all forms of taxation, duties and levies including without limitation GST, wage withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, customs and excise duties, and other legal	"taxes" shall mean all forms of taxation, duties and levies including without limitation GST, wage withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, customs and excise duties, and other legal transaction taxes,

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
		transaction taxes, stamp duty, real estate taxes (including property taxes), other municipal taxes and duties, environmental taxes and duties and -any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction	stamp duty, real estate taxes (including property taxes), other municipal taxes and duties, environmental taxes and duties and -any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction. Further, all the GST liabilities applicable under the JDA shall be paid by the Developer only.
17.	Volume 2. Page No. 15, Clause 4.9	The Developer and the Authority shall, execute a separate area identification agreement provided at schedule VIII - to identify the constructed area in the entire Project falling to the share of the Authority and that falling to the share of the Developer, within 30 (thirty) days of securing the sanction of License and Plan ("Area Identification Agreement"). The Parties shall co-operate with each other in executing the Area Identification Agreement without any delay. Any delay in executing the Area Identification Agreement by Authority shall entitle the Developer for proportionate extension of time period for commencement of the Project.	The Developer and the Authority shall, execute a separate area identification agreement provided at schedule VIII - to identify the constructed area in the entire Project falling to the share of the Authority and that falling to the share of the Developer, within 30 (thirty) days of securing the sanction of License and Plan ("Area Identification Agreement"). The Parties shall co-operate with each other in executing the Area Identification Agreement without any delay. Any delay in executing the Area Identification Agreement by Authority shall entitle the Developer for proportionate extension of time period for commencement of the Project. In case the parties fail to agree to the Area Identification or location, the decision of the Authority shall be final and binding.
18.	Volume 2. Page No. 21, Clause 7.3	The Developer shall, within the agreed timeline, (i) complete construction of the Authorities' share of Built-up Area as identified and allotted under the Area Identification Agreement (ii) obtain occupancy certificate in respect thereof, and (iii) handover the same to the Authority by issuing 45 (forty-five) days written notice to the Authority.	The Developer shall, within the agreed timeline, (i) complete construction of the Authorities' share of Built-up Area as identified and allotted under the Area Identification Agreement (ii) obtain occupancy certificate in respect thereof, and (iii) handover the same to the Authority by issuing 30 (thirty) days written notice to the Authority's representative with a copy to the Authority for taking over its share; and (iv) further issue another written notice within 45 days (forty-five) if the Authority has not responded to the first notice in 30 days. If the Authority fails to respond to such notices within 45 (forty-five) days upon receipt of same, then it shall be considered as deemed acceptance by the Authority of its share.
19.	Volume 2 Page No. 29,	The Developer shall regularly keep the Authority updated on the progress of the Project by providing	The Developer shall regularly keep the Authority updated on the progress of the Project by providing monthly report and the

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
	Clause 10.1	monthly report and call for a quarterly meeting with the Authority to discuss the same	Authority shall call for a quarterly meeting with the Developer to discuss the same
20.	Volume 2 Page No. 37, Article 17	The Developer shall affect and maintain at its own cost, during the Construction Period, such insurances for such maximum sums as may be required or prudent in accordance with Good Industry Practice and the Applicable Laws (the "Insurance Cover"). <i>Such insurances shall be in the joint names of the Authority and the Developer and have to be furnished to the Authority within 30 days from the date of this Agreement.</i>	Such insurances shall be in the joint names of the Authority and the Developer, at the Developer's cost, and have to be furnished to the Authority before the Financial Closure or Appointed Date, whichever is earlier.
21.	Volume 2 Page No. 39, Article 19	b) The Developer hereby agrees and undertakes that it shall achieve Financial Close within 180days from the Agreement Date.	b) The Developer hereby agrees and undertakes that it shall achieve Financial Close within 270 days from the Agreement Date. In case of self-funded project development by the Developer - the Developer shall on or before the timeline for Financial Closure prescribed, notify the Authority of the financing mechanism along with all requisite financial statements/ certificates from its Statutory Auditor as may be required by the Authority to showcase the Developer's ability to self-finance the project.
22.	Volume 2. Page No. 44, Clauses 21.3.1 & 21.3.2;	Wherever the term Equity is used in the RFP	For the purposes of the RFP, the term Equity shall mean and include the equity share capital of the Developer, and, non - interest bearing sub - debt made by the Developer for the Project.
23.	Volume 2. Page No. 44, Clauses 21.3.1 & 21.3.2;	Wherever the term Debt Due is used in the RFP	For the purposes of the RFP, the term Debt Due shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date: i) the principal amount of the debt provided by Senior Lenders under the Financing Agreements for financing the capital expenditure for the construction of the Project (the "Principal") but excluding any part of the principal that had fallen due for repayment prior to the Transfer Date; ii) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-Article (i) above until the Transfer Date but excluding (a) any

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
			<p>interest, fees or charges that had fallen due prior to the Transfer Date, (b) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (c) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority's Default; and</p> <p>iii) any Subordinated Debt disbursed by lenders for financing the capital expenditure for the construction of the Project; provided that if all or any part of the Debt Due is convertible into Equity; its shall to the extent not converted until the date of termination, be deemed to be Debt Due for the purposes of this Agreement. For the Purposes of this Agreement, the term "Subordinated Debt" shall mean the debt provided by lenders other than Senior Lenders or the Developer's shareholders for meeting the capital expenditure for the construction of the Project and shall be subordinate to the financial assistance provided by Senior Lenders.</p> <p>Any Debt Due shall be restricted to the actual amount expended in the Project development by the Developer. For the avoidance of doubt and for the sake of clarity, any amount availed but not expended shall not be reckoned as Debt Due; provided further that the Debt Due, on or after the Project COD, shall in no case exceed [50% (fifty per cent)] of the Total Project Cost;</p>
24.	Volume 2. Page No. 50, Clause 24.1.1	Wherever the term Material Adverse Effect is used in the RFP	For the purpose of the RFP, the term Material Adverse Effect shall mean material adverse effect on (a) the ability of either Party to exercise any of its rights or perform/ discharge any of its duties/ obligations under and in accordance with the provisions of the JDA and/or (b) which act or event causes a material financial burden or loss to either Party.
25.	Volume 2. Page No. 84, Schedule VIII (Area Identification Agreement)	"Built-up Area" shall mean net usable area within the floor including the wall thicknesses but excluding common areas like cut-outs, shafts, lift wells, lift lobbies, common lobbies, fire refuge areas, staircases;	"Built-up Area" shall mean net usable area within the floor including the wall thicknesses and common areas as defined in this Corrigendum 2, item no. 15

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
	Clause 1.1. (d)		
26.	Volume 2. Page No. 84, Schedule VIII (Area Identification Agreement) Clause 1.1. (h)	“Project Constructed Area/Built-up Area” shall mean the total built-up Area constructed as part of the Project excluding all carparking spaces, utility spaces, and landscape / garden spaces from time to time as per Clause 2.7 of the Joint Development Agreement;	“Project Constructed Area/Built-up Area” shall mean the total Built-up Area constructed as part of the Project as per the Sanctioned Plan
27.	Volume 2, Page No. 85, Schedule VIII (Area Identification Agreement), Clause 2.3	As per the Joint development agreement, any additional built-up area over the 6,65,863 sq. ft. shall be shared equally between both the Parties	As per the Joint development agreement, any additional built-up area over the <i>Project Constructed Area/ Built-up Area shall also be shared between the Parties in the same proportions as per Bid parameter submitted by the Selected Bidder.</i>
28.	Volume 2, Page No. 85, Schedule VIII (Area Identification Agreement), Clause 2.4	The Parties agree that the common areas like the cutout, shafts, left wells, lift lobbies, common lobbies, and staircase, which are over and above the constructed area/ built-up area shall be jointly owned by both the parties in the same proportion as the above listed constructed area share and form part of the common area of the Building.	The Parties agree that the common areas as per this Corrigendum 2, item no. 15 shall be jointly owned by both the parties in the same proportion as the above listed constructed area share and form part of the common area of the Building or Project as applicable.
29.	Volume 2, Page No. 85, Schedule VIII (Area Identification Agreement), Clause 2.8	The Parties hereto agree that in case if there is any increase in the total Built Up area of the Project or the car parking area on completion of the Project, the increased area shall be allocated to the Parties equally and the Parties shall enter into revised allocation agreement for recording revised area if any.	The Parties hereto agree that in case if there is any increase in the total Built Up area of the Project or the car parking area on completion of the Project, the increased area shall be allocated to the Parties proportionately, as per the Bid parameter submitted by the Selected Bidder , and the Parties shall enter into revised allocation agreement for recording revised area if any.
30.	Volume 2, Page No 66, Schedule IV -General Power of Attorney, Clause XXXIV	To raise loans /credit facilities from Scheduled Banks and financial institutions, on the security of Developer’s Share of built-up area, as per the Area Identification Agreement in the Project Site belonging to the Developer only and the loan will be taken only towards development and construction	To raise loans /credit facilities from Scheduled Banks and financial institutions, on the security of Developer’s Share of built-up area, as per the Area Identification Agreement in the Project Site belonging to the Developer only and the loan will be taken only towards development and construction of the Project and the amount will be utilized for this Project only. The loan amount will not be utilized by

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
		of the Project and the amount will be utilized for this Project only. The loan amount will not be utilized by the Developer for any other purpose. Only such area earmarked as the Developer's share of built-up area as per the Area Identification Agreement with proportionate divided/undivided interest in the Project Site can alone be mortgaged for offering as security for the purpose of bank loan. The Developer shall repay such loan in full within the scheduled time and handover the documents to the Authority;	the Developer for any other purpose. Only such area earmarked as the Developer's share of built-up area as per the Area Identification Agreement can alone be mortgaged for offering as security for the purpose of bank loan. The Developer shall repay such loan in full within the scheduled time and handover the documents to the Authority;
31.	Volume 2, Page No 10, Clause 3.1.1	For due and punctual performance of its obligations under this Agreement, relating to the Project, the Developer has delivered to the Authority, before the execution of this Agreement, an irrevocable and revolving bank guarantees from different Scheduled Banks acceptable to the Authority, for a sum of INR Rs.25,00,00,000 /- (Indian Rupees Twenty Five Crores Only), in the form set forth in Schedule - II (the "Performance Security"). The Performance Security shall be kept valid throughout the Development Period. Performance Security shall be valid for a Period of 48 months and will be released once the Developer hands over the Authority's Share and provides Performance Security of Rs. 2,50,00,000 (Indian rupees two crores fifty lakhs) that will be returned at the end of Defect Liability Period (i.e., 36 months from the date of handing over the Authority's share to the satisfaction of the Authority).	For due and punctual performance of its obligations under this Agreement, relating to the Project, the Developer has delivered to the Authority, before the execution of this Agreement, an irrevocable and revolving bank guarantees from different Scheduled Banks acceptable to the Authority, for a sum of INR Rs.25,00,00,000 /- (Indian Rupees Twenty Five Crores Only), in the form set forth in Schedule - II (the "Performance Security"). The Performance Security shall be kept valid throughout the Development Period. Performance Security shall be valid for a Period of 60 months and will be released once the Developer hands over the Authority's Share and provides Performance Security of Rs. 2,50,00,000 (Indian rupees two crores fifty lakhs) that will be returned at the end of Defect Liability Period (i.e., 36 months from the date of handing over the Authority's share to the satisfaction of the Authority).
32.	Volume 1, Page No: 46, Appendix V: Format of Financial Bid	"The Development Share quoted above in our offer is on warm shell basis and exclusive of the parking area and other requisite amenities/ facilities, which shall be provided as per the prevalent Development	The Development Share quoted above in our offer is on warm shell basis for Built-up area including common areas but exclusive of the roads, driveways, parking and landscaping, shafts and cut-outs, components and other requisite amenities/ facilities which are

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Sl. No.	Reference in the RFP	Details of the Clause/ Sub-clause as per RFP	To be read as
		Control Regulations without any charges to the Authority.”	outside the building, which shall be provided as per the prevalent Development Control Regulations without any charges to the Authority.

33. Revised Schedule of Bidding Process:

1. Issue of RFP : 06.10.2023
2. Last Date for Receiving Queries on RFP Document : 20.10.2023
3. Pre-Bid Conference : 26.10.2023/ 11.30 AM
4. Authority's Responses to the Queries : **10.11.2023**
5. Bid Due Date : **06.12.2023/ 3.00 PM**
6. Bid Opening Date : **06.12.2023/ 4.00 PM**
7. Financial Bid Opening : **To be informed to the Technically Qualified Bidders**
8. Issue of LOA : **Within 7 days of finalization of Highest Bidder**

Unless otherwise modified by way of Corrigendum/ Addendum, all the remaining provisions under the RFP/ Bidding Documents remain unchanged.

Sd/-
Vice Chairman & Managing director
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