

## Telangana State Industrial Infrastructure Corporation Limited Development of Image Tower on Joint Development Basis in Hyderabad, Telangana, India

### Additional Queries and Responses

Sl. No.	Reference in the RFP Document	Queries	Responses
1.	Section 2.1.18 (Page 14 & 15) of Volume 1 of the RFP document (Instructions to Bidders)	<u>Technical Capacity:</u> Technical capacity shall be demonstrated through certificates obtained from Statutory Auditor or the client and may not directly be reflected in the audited financial statements, which is consolidated	Technical Capacity is not expected to be demonstrated through audited financial statements. For the Technical Capacity, the Bidder shall have completed Eligible Project, as Defined in Clause 2.1.18 (Page 14 & 15), Clause 3.3.3 (Page 28) & Clause 3.3.4 (Page 28) of Volume 1 of the RFP document (Instructions to Bidders). Details of all completed Eligible Projects shall be provided as per Annexure IV (Page 42) of Volume 1 of the RFP document (Instructions to Bidders).
2.	Clause 16 of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Defects Liability Period:</u> The Defects Liability Period of 60 months from date of completion is very high and request that the same may please be revised to 12 months in line with industry practice	Not acceptable. No changes to Clause 16.0 (Page 29) of the Volume 2 of the RFP document (Draft Joint Development Agreement) and stands as per the RFP document.
3.	Clause 11.5 (Page 23) of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Developers' Rights:</u> Please confirm that the developer has the full rights to create mortgage / lien with lenders to raise funds for the project	As provided under Clause 11.5 (Page 23) of the Volume 2 of the RFP document (Draft Joint Development Agreement), the Developer shall be entitled from the date of the Commencement Certificate, to raise finance from bank/s, financier/s, finance company/companies, and other financial institution/s, at any stage and to draw such loans on the security of the Project Site or any portion thereof <u>to the extent of the Developer's Share</u> for the purposes of construction of the Project.
4.	Clause 11.2 (Page 23) of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Approvals:</u> Please confirm whether the project requires environmental clearance from MoEF and State Pollution Control Board. If so, the three-month period from the date of signing of agreement is not adequate and may please be enhanced to 6 months.	Project requires environmental clearance from MoEF and State Pollution Control Board. However, each Bidder should, conduct its own investigations & due-diligence on the approval requirements, before submitting the proposal.  No changes to Clause 11.2 (Page 23) of the Volume 2 of the RFP document (Draft Joint Development Agreement) and stands as per the RFP document.

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	Agreement)		
5.	Section 3.1.2 (Page 12) of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Conditions Precedent:</u> Kindly confirm the conditions precedent to be met by both Developer and TSIC	There are no specific 'Conditions Precedent' for both TSIC and Developer. The term 'Conditions Precedent' under Section 3.1.2 (Page 12) of the Volume 2 of the RFP document (Draft Joint Development Agreement) shall be read as Developer's Obligations and Covenants as outlined under Clause 10.0 (Page 22) of the Volume 2 of the RFP document (Draft Joint Development Agreement) in the context of Clause 3.0 titled 'Performance Security' (Page 12) of the Volume 2 of the RFP document (Draft Joint Development Agreement)
6.	Clause 5.3 (Page 15) of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Construction Period:</u> The construction period is provided as 36 months from the date of signing of agreement may please be changed to 36 months from the date of obtaining all clearances that is within 6 months from the date of obtaining all approvals.	No changes to Clause 5.3 (Page 15) of the Volume 2 of the RFP document (Draft Joint Development and stands as per the RFP document.
7.	Clause 11.2 (Page 23) of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Cost of Construction:</u> Please confirm whether the project shall come under RERA and if so the conditions of RERA and applicable fee structure may please be given	Project to comply with all regulatory aspects including RERA. However, each Bidder should, conduct its own investigations & due-diligence on the conditions of RERA, before submitting the proposal. RERA fee payable shall be factored into the quote of the bidder and paid by the Developer. No changes to Clause 11.2 (Page 23) of the Volume 2 of the RFP document (Draft Joint Development and stands as per the RFP document.
8.	Clause 8.1 (Page 19) of the Volume 2 of the RFP document (Draft Joint Development Agreement)	<u>Maintenance of the Project:</u> Maintenance does not include utilities and consumables like water, power, etc.	No changes to Clause 8.0 (Page 19) of the Volume 2 of the RFP document (Draft Joint Development Agreement) and stands as per the RFP document. Also, please refer to responses given to Pre-Bid Queries under Point 14 including Outline scope of services of Common Area Maintenance as well as Project Maintenance as given in <u>Exhibit C</u> It is clarified that maintenance include utilities and consumables like water, power, etc. However, the same may be recovered through levying CAM Charges.
9.	Clause 14 (Page 27) of the	<u>Acquisition:</u> The developer shall be compensated by the Authority in full for the	No changes to Clause 14.0 (Page 27) of the Volume 2 of the RFP document (Draft Joint Development Agreement) and stands as per the RFP document.

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	Volume 2 of the RFP document (Draft Joint Development Agreement)	equity plus returns and the outstanding debt in full in the event of termination.	
10.	General	<u>Land Registration Cost:</u> Please confirm whether stamp duty is applicable for the share of built-up area being transfer to Authority - if so Authority to bear the same	Stamp Duty payable towards the share of TSIC on the Joint Development basis shall be factored into the quote of the bidder and paid by the Developer
11.	Section 1.3.2 (Page 9) of Volume 1 of the RFP document (Instructions to Bidders)	<u>Date of Submission of Bids:</u> Kindly extend the date of submission by 60 days from October 25th, 2017 as the pretender exercise to be done, forming of consortium and completion of feasibility study requires the same	Bid Due Date remains as October 25, 2017 as stated in the Section 1.3.2 (Page 9) of Volume 1 of the RFP document (Instructions to Bidders)
12	-	If a subsidiary company of our main company or sister company of our main company who's financials and technical capability we are using would be eligible to satisfy the technical capacity and financial capacity.	As mentioned under 2.1.18 (B), financial capacity will be assessed based on Bidder including subsidiary companies / SPCs.  Bidder should demonstrate the relationship / subsidiary nature through audited balance sheets / certified by statutory auditors.