

**RFP for Development of Bengaluru International Convention Centre (BICC) on PPP Basis**

**Pre Bid Conference 2 - Response to Queries**

Sl. No.	Clause No.	Query	(Draft) Response
<b>REQUEST FOR PROPOSAL</b>			
1.	Clause 1.2.9 (page 9)	Highest one time premium or least grant support shall be sole criteria for evaluation of bids <b>Clarification Sought-</b> <b>Please clarify the timelines for the payment of one time premium or receipt of grant support from the Authority.</b>	The one time Premium shall be paid in 2 installments, as below: (i) 50%, within 60 days of the LoA and as a precondition to the Signing of the Concession Agreement (ii) 50% within the Conditions Precedent period  Please refer <b>Addendum-2</b> for revised clause 31.1.3 (page 118) of Draft Concession Agreement
2.	Clause 1.3 (pages 10-11)	<b>Schedule of Bidding Process- Pre-bid Conference</b> (i) We request for a 3 <sup>rd</sup> Pre Bid conference meeting to be held next month. (ii) We would request for another Pre- Bid meeting so that proper understanding of the project with queries, if any can be shared and clarified. (iii)Modification requested: <b>Proposed Pre-Bid Conference 3 : 2nd week of May, 2018</b> Bid Due Date : 8th August, 2018 (iv)We would request postponement of the pre-bid conference to seek the full support of our foreign partners	<b>Pre-bid Conference 3 Scheduled on 7<sup>th</sup> May, 2018.</b>  <b>Please refer Addendum-2 for revised Schedule of Bidding Process</b>
3.	Clause 1.3 (pages 10-11)	<b>Schedule of Bidding Process- Bid Due Date</b> is 7th May 2018 and opening for Qualification Proposal is 10 May 2018 (i) Request-We request to postpone the bid due date & opening date by 60 days. (ii) We request the authority to kindly extend the timeline for submission of bid by another 30 days from the due date of submission wrt current	<b>Please refer Addendum-2 for revised Schedule of Bidding Process</b>

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		<p>schedule (i.e. 7<sup>th</sup> June, 2018)</p> <p>(iii) We are okay if the last date for Technical submission of bids is End July or 1<sup>st</sup> Week of August. We had earlier asked for September.</p> <p>(iv) The quantum of work involved in preparing the bid for BICC is substantial and requires more time than envisaged. Under these circumstances, we urge the Authority to postpone the bid submission date from 7<sup>th</sup> May 2018 to 7<sup>th</sup> July 2018. This will enable us to evaluate and submit a detailed bid.</p> <p>(v) Request to kindly extend the bid to July first week, so that proper working can be done from our end.</p> <p>(vi) We have entrusted the work of preparation of feasibility report and technical proposal including preliminary designs to professional agencies, which have requested for additional time to submit the reports. Hence, We request you to extend the due date of bid submission by 3 months</p>	
4.	Clause 2.2.2 (page 15)	Does eligibility under 2.2.2 hold true for Foreign Direct Investors / Foreign Institutional Investors who form a part of the consortium with the specified shareholding pattern?	<ul style="list-style-type: none"> <li>• The Conditions of eligibility as specified in the Clause 2.2.2 are applicable to all Applicants / Bidders.</li> <li>• In case of Foreign Direct Investors / Foreign Institutional Investors, the regulations by RBI and any other regulatory body shall be applicable.</li> </ul>
5.	Clause 2.2.2	<b>Can the eligibility criteria under 2.2.2 be interpreted to include project completed in other countries with governments or public sector units under a PPP, BOT basis?</b>	Yes. Please refer clauses 2.2.11, 7.2, 7.3 and 7.4 of RFP
6.	Clause 2.2.2 (B) (ii) (page 15)	<b>Eligibility clause 2.2.2 (B) (ii) that outlines the turnover thresholds - can this be interpreted to mean turnover of all group companies put together (under the same holding company) when the holding company is a consortium member?</b>	Please refer Clause 2.2.9 on page 18 of RFP

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7.	Clause 2.2.6.g(iv) (page 17)	<p>Commitment of each member of the consortium in SPV for a period of 2 years from COD1 or COD2 whichever is later hold equity share capital not less than 26% of the subscribed and paid up equity share capital of SPV and 5% of the total Project cost</p> <p><b>Clarification- if any of the Consortium member interested in diluting equity post completion of COD1 or COD2 whichever is later need to get approval for dilution from Registrar of Companies or from KSIIDC</b></p>	Please refer clause 5.32 (Article-5) on page 37 of Draft Concession Agreement
8.	Clause 2.12.3 (page 24) and 2.13.2 (viii) (page 25)	<p>The bid and its copy shall be typed or written in indelible blue or black ink and signed by Authorised signatory of the Bidder who shall also initial each page in blue or black ink. In case of printed and published documents, only the cover shall be initialed</p> <p>A copy of the concession agreement with each page initialed by the bid signatory in pursuance of the Power of attorney referred to in Clause 2,13.2.iii</p> <p><b>Clarification- The clauses mentioned are contradictory. Please clarify. Also please clarify whether each page of the RFP also signed and submitted along with the bid.</b></p>	<p>The reference to “<b>printed and published documents</b>” is only for printed / published annual reports, company brochures, etc.</p> <p>Further, alongwith the Bid, <b>a copy of the RFP and Concession Agreement with each page initialed by the Bid Signatory</b> in pursuance of the Power of Attorney referred to in Clause 2.13.2 (iii), <b>shall be required to be submitted.</b></p> <p>Please refer <b>Addendum-2 for revised Clause 2.13.2 (viii) (on page 25) of RFP</b></p>
9.	Clause 6.1.4 (page 38)	<p><u>Project Terms and Role of Selected Bidder</u></p> <p>The Core Minimum Development Obligation (“CMDO”) of construction of the following at the Project Site and commencement of operation of the same within <b>24 (twenty four) months</b> from the date of signing the Concession Agreement.</p> <p>(i) We request to kindly revise the timeline for completion of CMDO as</p>	<b>Shall be discussed during Pre-bid Conference 3.</b>

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		<p>within 24 (twenty four) months from the date of Appointed Date.</p> <p>(ii) The linking of COD 1 with Appointed Date shall bring comfort to the Concessionaire as the construction shall only begin after Appointed date</p> <p>(iii) We are re-stressing that the time given to complete the Convention Centre facility is too short at 24 months. Request this to be extended to 36 months from date of approvals. (As a feedback based on internal discussions with our team, we would like to stress that, considering it would take 15 months for approvals and securing NOCs, we would require at least 24 months for construction time from the date of plan approval).</p> <p>(iv) We also request you to extend the time periods for achieving COD I and COD II as the viability of the project is dependent on parallel development of the trunk infrastructure and the proposed Business Park.</p> <p>(v) <b>Modification requested:</b> the Core Minimum Development Obligation ('CMDO')....within 36 (Thirty Six) months from the appointed date.</p>	
10.	Clause 6.1.4 Role of Selected Bidder – 6.1.4.i.b	<p>CMDO: Exhibition Hall of minimum 6500 Sq.m. and associated facilities.</p> <p><b>Modification requested:</b> <b>To be built &amp; operated under Other Minimum Development Obligation ('OMDO').</b></p>	<b>The RFP conditions stand unchanged</b>
11.	Clause 6.1.4 Role of Selected	<p><b>OMDO 5 Star Category Hotel of minimum 250 rooms</b></p> <p>(i) We request you to consider construction of a budget hotel instead of 5 Star hotel under 'Other Minimum Development Obligation' (OMDO).</p>	<b>Please refer to response at Sl. No.13 of response to Pre-Bid Conference 1.</b> (The same is on basis of the recommendations of Market Study carried out, enclosed alongwith the

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	Bidder – 6.1.4.ii.a (page 38)	Construction of 5 Star hotel, which is a must for a project of this magnitude, can be taken up later under other permissible facilities.  (ii) <b>Modification requested:</b> 5 Star Category Hotel or a Budget Hotel of minimum 250 rooms.	Project Information Memorandum) <b>The RFP conditions stand unchanged</b>
12.	Clause 6.1.4.ii (page 38)	Other Minimum Development Obligation ('OMDO').....within <b>48 (forty eight) months</b> from the appointed date specified in the Concession Agreement.  <b>Modification requested:</b> <b>The Other Minimum Development Obligation ('OMDO') within 60 or 72 months from the appointed date specified in the Concession Agreement.</b>	<b>The RFP conditions stand unchanged</b>
13.	Clause 6.1.4.ii (page 39) and iii and Annexure III Schedule C	The other permissible developments within the project site shall be limited to the permissible and prescribed in the draft concession agreement. It is mentioned in Schedule C that any other commercial spaces can be developed subject to Approval of Authorities. <b>Clarification- Please clarify either the allowable activities or categories in other permissible developments or otherwise the activities or facilities which are not permissible by Authorities basis the concept plan. This shall avoid misunderstanding in future during design stage.</b>	<b>Other Permissible Developments</b> shall be limited to: (i) Retail & Entertainment facilities, subject to maximum built up area of 5.0 Lakhs Square feet (ii) 3 Star or Higher Category Hotel  Please refer <b>Addendum-2 for Annexure-III (Schedule-C) (on page 230) of Draft Concession Agreement.</b>
14.	Clause 6.1.7 (page 39)	Project Revenue shall refer to and Include any and all revenues from all sources or amounts of money and the total receipts of business of business of the concessionaire for any period, that arise, accrue to and or are received from the operation of the project, CMDO, OMDO, other developments (including	<b>The RFP conditions stand unchanged</b>  For definition of “ <b>Project Revenue</b> ” please refer Article-52 (Definitions), page 187 of Draft Concession Agreement.

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		<p>retail/commercial development and 3 star hotel), Project facilities, including without limitation the monies charged , collected demanded, levied, received by the Concessionaire pursuant or incidental or incidental to- (i) the sub lease/ license/ sub license of built up space on the Project site (ii) exploitation in any manner whatsoever of the project facilities by any person including but not limited to capital receipts, upfront sub lease payments, non refundable deposits, advances, registration payments, installments received from sub-lessees, sub lease charges, fees, tariff, parking charges, profits on maintenance charges, profits on service charges, etc, (iii) revenues from guest, visitors, persons utilizing the facilities interest earned on refundable deposit, etc.</p> <p><b>Amendment Requested:</b>  <b>Concessionaire shall Share revenue net of tax and not gross revenue as mentioned in RFP.</b>  <b>Revenue shall not comprise non refundable deposits, parking charges. profits on maintenance charges, profits on service charges, interest earned on refundable deposits, advances, capital receipts, etc</b></p>	
15.	Clauses 8.7.2 & 8.7.3 (pages 51 - 54)	<p>.....Only Applicants/Bidders whose technical proposal score more than or equal to the threshold limit of 70 marks in the detailed technical proposal evaluation will be considered for opening of Financial Bid.</p> <p><b>Kindly clarify if 70 marks to be obtained out of 1500 for qualifying the threshold requirement.</b></p>	Please refer to “Notes” to Clause 8.7.3 on page 54 of RFP. Hence, the threshold limit of 70 marks in the detailed technical evaluation will be out of the “final marking results” (i.e. out of 100 marks)

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<b>DRAFT CONCESSION AGREEMENT</b>			
16.	Clause 4.1.2 of Article 4 (page 15 of DCA)	<p>Conditions Precedent required to be satisfied by the Authority.....</p> <p>(v) Obtain needful approvals / authorization to the Authority from the Govt. of Karnataka, pertaining to the development of the project as per the terms and conditions of this Agreement.</p> <p><b>We would request Authority to clarify and elaborate more on this and provide the list of approvals and clearances to be obtained by the Authority for satisfying the Conditions Precedent.</b></p>	<p>The Authority (KSIIDC in this case) has been appointed as the Nodal Agency for development of the Project on PPP Basis.</p> <p>The referred clause pertains only to approval from the Government of Karnataka regarding the award of Project to the Concessionaire (this would be obtained upon completion of Bid Process and prior to issuance of LoA to Selected Applicant / Bidder). The clause as such provides bankability comfort to Bankers / Investors in the Project.</p> <p>It is further clarified that the approvals &amp; clearances referred to in this clause does not pertain to any Statutory / Regulatory approvals for the Project, the role &amp; responsibility of obtaining which shall vest with the Concessionaire.</p>
17.	Clause 4.1.3 of Article 4 (page 16)	<p><u>Conditions Precedent</u></p> <p>The conditions precedent required to be satisfied by the Concessionaire within a period of 180 (one hundred eighty) days from the date of this Agreement.....</p> <p>(i) We request Authority to extend the timeline required for fulfilling Conditions Precedent as 360 days (twelve months) from the date of signing of Concession Agreement</p> <p>(ii) The preparation of designs and obtaining statutory permissions would</p>	<p><b>Please refer to response at Sl. No.23 of response to Pre-Bid Conference 1.</b></p> <p>Please refer:</p> <p>(i) Para 2 of clause 4.3 (page 17), which provides for extension in time, without levy of penalty, in case the Concessionaire has submitted all applications for needful statutory / regulatory approvals within a period of 120 days. Further, KSIIDC is</p>

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		<p>consume substantial time. The time period of 180 days given for achieving Conditions Precedent is too short as the designs are also to be finalized before applying for various statutory approvals. We request that the time period for achieving conditions precedent be increased to 270 days.</p> <p><b>(iii) Modification requested: The Conditions Precedent required to be satisfied by the concessionaire within a period of 270 (Two hundred seventy) days from the date of this Agreement</b></p>	<p>already in the process of obtaining the EIA Clearance for the entire Bengaluru Signature Business Park (BSBP) within which the proposed BICC is housed. As such, the timelines for Project specific EIA approvals are envisaged to be shorter.</p> <p>(ii) Para 3 of clause 4.5 (page 19) which provides for fulfillment of Conditions Precedent by 270 days from date of Agreement, subject to other stipulated conditions.</p> <p><b>Hence the RFP/DCA conditions stand unchanged</b></p>
18.	<p>Clauses 4.2 and 4.3 of Article 4 (page 17 of DCA)</p>	<p>In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 with in the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire.</p> <p>Damages in an amount calculated at the rate of 0.1% (zero point one percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.</p> <p>In the event that (i) the Concessionaire does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 with in a period specified in that clause, and (A) the delay has not occurred as a result of failure</p>	<p><b>Please refer to response at Sl. No.24 of response to Pre-Bid Conference 1.</b> (The same is in direct relation to timelines of respective parties, where the timelines for the Authority are 60 days, whereas timelines for the Concessionaire are 180 days)</p> <p><b>Hence the RFP/DCA conditions stand unchanged</b></p>



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		<p>to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2 terminate the agreement.</p> <p><b>Amendment Requested - The terms for penalty for Authority or Concessionaire should be same i.e. 0.1% in case damages for delay.</b></p>	
19.	<p>Clause 4.5 of Article 4  (page 18 of DCA)</p>	<p>Without prejudice to the provisions of this Clause 4.2 and 4.3, if the Conditions Precedent set out above have not been satisfied in full or not been waived by the date falling 270 (two hundred seventy) days after the date of this Agreement, the Authority shall, subject to this Clause 4.5, have the right to terminate this Agreement by giving fifteen (15) days notice in writing to the other Party and upon expiry of such notice this Agreement shall terminate and the Performance Security of the Concessionaire shall also be encashed and appropriated by the Authority as Damages thereof.</p> <p><b>Amendment Requested - If the Concessionaire is not able to get the approvals, etc not attributable to him and in that case the same does not happen even after giving one more chance due to reasons not attributable to Concessionaire, rather than terminating the agreement. Authority to make sure Concessionaire gets the necessary approvals to execute the project.</b></p>	<p>Please refer Para 2 of Clause 4.5 of Article 4 of DCA – <i>“Provided, however, in the event of the Concessionaire having completed all needful documentation as necessary for applying for the Applicable Permits specified in Part-I of Schedule-E and having made all needful &amp; complete applications to the respective statutory / regulatory authorities within a period of 120 (one hundred and twenty) days from the date of this Agreement, and in the event the Appointed Date does not occur before the extended period provided by the Authority in accordance with this Agreement due to delay in receipt of Applicable Permits where the reasons for delay, in the opinion of the Authority are not attributable to the Concessionaire, the Authority may in its discretion and subject to such terms and</i></p>

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			<p><i>conditions as it may deem fit allow one more extension of time of such duration as the Authority may deem appropriate to this clause 4.5, for seeking the approvals from statutory / regulatory authorities.”</i></p> <p><b>Hence the RFP/DCA conditions stand unchanged</b></p>
20.	Clause 5.1.8 (j) of Article 5  (page 21 of DCA)	<p>Appoint only persons with adequate experience and reputation of developing/operating a successful convention centre in India or abroad or a 5 Star Hotel in India or abroad for a minimum period of 10 years, as the Managing Director/Chief Executive Officer of the Concessionaire</p> <p><b>Request- This condition to be deleted and it is at the discretion of the concessionaire to appoint suitable and eligible person.</b></p>	<b>Shall be discussed during Pre-bid Conference 3.</b>
21.	Clause 5.11 of Article 5 (page 28 of DCA)	We are currently developing a 3 star hotel close to BICC, the completion of which will be at least 3 years from now. We request you to consider this and exclude any clause that disqualifies us from bidding.	<b>Shall be discussed during Pre-bid Conference 3.</b>
22.	Clause 5.12 of Article 5 (page 28 of DCA)	<p>Branding of the project</p> <p><b>Amendment Requested - Concessionaire should be allowed to use their name or any other name as Prefix to BICC</b></p>	Please refer Clause 5.12 (Article 5) of DCA. The clause is limited to the Convention Centre and Exhibition Halls only.
23.	Clause 5.26 (d) of Article 5  (page 34 of DCA)	Provide representatives of the Authority, including those concerned with safety, security or environmental protection, at reasonable time and upon reasonable notice, access to the Project Site to review progress of construction of the Project and the operations of the Project Facilities and to ascertain compliance with any of the requirements of the Agreement, Provided that ally	<b>The RFP/DCA conditions stand unchanged</b>

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		<p>failure on the part of the Authority to inspect any works shall not, in relation to such works, (i) amount to any consent or approval of the Authority or shall be deemed to be a waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the Concessionaire from its obligations or liabilities under this Agreement in respect of such work.</p> <p><b>Amendment Requested - Authority should inspect within a reasonable time frame about aspects like safety, security or environmental protection and in case of failure cannot make concessionaire responsible and discharge him from those obligations.</b></p>	
24.	<p>Clause 6.1.2 (j) of Article 6 (page 39 of DCA)</p>	<p><u>Obligation of the Authority</u> 6.1The Authority agrees to provide..... (j) Undertake the timely implementation of internal roads with adequate infrastructure viz. Street lighting, drainage, signages etc. inside the BSBP upto the project site and bear all costs and expenses in respect thereof.</p> <p><b>Request Authority to provide the timeline for providing the internal infrastructures inside the BSBP and such timeline shall be similar to the timelines as per the Conditions Precedent to be satisfied by the Authority as mentioned in clause 4.1.2</b></p>	<p><b>Please refer to point at Sl. No.48 of response to Pre-Bid Conference 1.</b></p> <p>(The dedicated access from NH7 and the implementation of the Internal Roads &amp; other infrastructure up to the Project Site shall be completed prior to completion of Construction of CMDO / COD1).</p>
25.	<p>Clause 6.3 of Article 6 (page 41 of DCA)</p>	<p>Obligations relating to Competing facilities point (ii) restriction of competing facility within the proposed Bengaluru Signature Business Park/ balance land of 407 acres with the Authority is limited only to the Convention and exhibition Centre and not for any other facilities similar to the project facilities like hotel, commercial development, food courts</p>	<p>As per Market Study carried out (refer Annexure-I to Project Information Memorandum) the demand for Hotel rooms in the area is beyond that envisaged within BICC. Further, it is envisaged that the non-restricted competing facilities would be developed within the proposed</p>

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		<ul style="list-style-type: none"> <li>• <b>Request - we feel that restriction of competing facilities shall also include hotel, commercial development, food courts, etc. The same shall cannibalise with facilities in MCC and shall have impact on feasibility.</b></li> <li>• <b>We request for clarity on any other hotel that would be developed within the Signature Business Park, but outside 35 acres of BICC. Development of any other hotel project would affect the business viability of hotel within BICC.</b></li> </ul>	<p>Bengaluru Signature Business Park based on respective market demand and financial viabilities; hence question of affecting business viability of BICC / BICC Hotel(s) does not arise.</p> <p><b>The RFP/DCA conditions stand unchanged</b></p>
26.	Clause 6.3 of Article 6  (page 41 of DCA)	No other Convention Centre Project of similar stature shall come up within 50 km radius by Government or on PPP basis so that commercial viability for BICC is not hurt for 15 years  <b>Request- Request you to please incorporate this clause in RFP</b>	Please refer Clause 6.3 (Article 6) of DCA
27.	Clause 31.1.2 of Article 31 (page 116 of DCA)	Draft Concession Agreement: <u>Article 31 : Grant/Premium</u> 31.1.2 The Grant shall be credited in three equal annual installments to the Escrow Account of the Concessionaire, over a period of three years.....  <b>We request Authority to kindly modify this clause and make it three equal installments instead of annual installments.</b>  <b>In fact all three installments of the grant can also be released in the same accounting year if the milestones are achieved.</b>	<b>The RFP/DCA conditions stand unchanged</b>

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28.	Clause 31.1.3 of Article 31 (pages 117-118 of DCA)	<p><u>Grant/Premium</u> 31.1.3 The Premium shall be paid in 3 installments as below;</p> <p><b>Please clarify if the premium to be paid in 2 (two) or 3 (three) installments.</b></p>	<p>The one time Premium shall be paid in 2 installments, as below:</p> <p>(i) 50%, within 60 days of the LoA and as a precondition to the Signing of the Concession Agreement</p> <p>(ii) 50% within the Conditions Precedent period</p> <p>Please refer <b>Addendum-2</b> for revised clause 31.1.3 (page 118) of Draft Concession Agreement</p>
29.	Clause 33.3.1 of Article 33 (page 121 of DCA)	<p><u>Concession Fee &amp; Revenue Share</u> 33.3 Payment of Concession Fee .....In case of the first half year, the Concessionaire shall make an adhoc provisional amount payment of Rs. 50,00,000/- (Rupees Fifty Lakhs)</p> <p><b>The adhoc provisional revenue sharing for the first half year may kindly be exempted and can be taken on annual basis instead for the first year.</b></p> <p><b>The revenue sharing for the first year can be calculated based on the provisional half year accounts.</b></p>	<p><b>The RFP/DCA conditions stand unchanged</b></p>
30.	Annexure – V of DCA (page 220 of DCA)	<p><u>Schedule B : Development of the Project</u> Annexure – V : Description of Commercial Development The commercial development may include the following;</p> <p>(i) Retail &amp; Entertainment space, commercial space, subject to a maximum built up space of Rs. 5.0 Lakh/sq. ft</p> <p>(ii) 3 Star of Higher Category Hotel</p> <p><b>Requesting Authority to clarify this clause.</b></p> <p><b>We believe there shall be no additional charges imposed on the</b></p>	<p>The Other Permissible Developments shall be limited to:</p> <p>(i) Retail &amp; Entertainment facilities, subject to maximum built up area of 5.0 Lakhs Square feet</p> <p>(ii) 3 Star or Higher Category Hotel</p> <p>The terms of the Concession Agreement shall also apply to the Other Permissible Developments.</p>

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		<b>Concessionaire for developing the Commercial spaces, Retail &amp; Entertainment spaces, etc.</b>	<p><b>Also, please refer:</b></p> <p>(i) <b>Response at Sl. No.62 of response to Pre-Bid Conference 1.</b>  <i>(It is clarified that the revenues accruing from the operations (i.e. business operations of the lessee occupying the premises) of the office &amp; retail built up spaces not forming part of the other Optional Permissible Facilities, if any, shall be excluded from the provisions of the sub-clause (k), in which case the revenues accruing to the Concessionaire in the form of rentals, interests on deposits, advances, etc. (excluding the component of actual costs in any common area maintenance charges collected) shall be considered for the purpose of computation of Revenue Share.)</i></p> <p>(ii) <b>Addendum-2 for revised Annexure-III (Schedule-C) (on page 230) of Draft Concession Agreement.</b></p>
31.	Schedule X of DCA (page 310)	Draft Concession Agreement: Schedule X : Shareholders' Agreement <b>Kindly clarify the applicability of Shareholders' Agreement in case of a single bidding entity</b>	Yes. (This would necessary considering that diluting the Equity Stake of the Selected Bidder in the Concessionaire is permissible during the Concession Period, subject to provisions of the Concession Agreement)

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<b>GENERAL</b>			
32.	N.A.	BICC should be preferred venue for all events organised by Government of Karnataka.  <b>Request – Request to incorporate this point in RFP</b>	<b>The RFP/DCA conditions stand unchanged</b>
33.	N.A.	Authority shall permit to develop additional development equivalent to 1 Million sq. ft. within Bengaluru Signature Business Park next to the BICC site  <b>Request- Request you to please incorporate this clause in RFP</b>	<b>The RFP/DCA conditions stand unchanged</b>
34.	Pre-Bid Conference – 1	<b>Can we have access to the questions and responses that we raised / provided earlier?</b>	The response to queries of Pre-Conference-1 and Addendum-1 can be downloaded from the e-procurement portal as well as <a href="http://www.ksiidc.com">www.ksiidc.com</a>
35.	Pre-Bid Conference – 2	<b>We request the slides/presentation shown on Pre bid conference - 2 meeting be shared or made available for us to download from website.</b>	Enclosed only for reference of bidders as <b>Annexure-1</b> to Response to queries of Pre-Conference-2.
<b>E-procurement</b>			
36.	E-procurement Clause 6- PoA	Requesting clarification on the clause 6 below of Power of Attorney as per GOK format downloaded from website “vi) Hand over site to the Authorities after execution and obtain completion certificate (as applicable)” <b>Does the clause refer to the completion of lease period? In which case, we feel it is not required at this stage.</b>	This query pertains to the PoA required as part of registration process for the e-procurement portal of the Government of Karnataka and not the Project Bid Documents. The same needs to be taken up by the Applicant / Bidder with the e-procurement separately. KSIIDC shall assist the Bidders / Applicants in co-coordinating with the concerned.

**Note: This Response to queries of Pre-bid Conference-2 shall supersede the response to queries of Pre-bid Conference-1, if any, for a RFP / DCA query**

**ADDENDUM-2 to RFP / Draft Concession Agreement****Note: Addendum-2 shall supersede Addendum-1, if any, for a RFP / DCA Clause**

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-2																																																									
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1.	Clause 1.3 (pages 10 – 11)	<p><b>Schedule of Bidding Process</b> The Authority shall endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th></th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Availability of Bid Documents on e-procurement Portal</td> <td><b>From 5th February, 2018</b></td> </tr> <tr> <td>2.</td> <td>Last date for receiving queries</td> <td><b>2nd March, 2018</b></td> </tr> <tr> <td>3.</td> <td>Pre-Bid Conference 1</td> <td><b>5th March, 2018, 1500 Hrs IST</b></td> </tr> <tr> <td>4.</td> <td>Authority response to queries latest by</td> <td><b>19th March, 2018</b></td> </tr> <tr> <td>5.</td> <td>Last date for receiving additional queries</td> <td><b>28th March, 2018</b></td> </tr> <tr> <td>6.</td> <td>Pre-Bid Conference 2</td> <td><b>2nd April, 2018, 1500 Hrs IST</b></td> </tr> <tr> <td>7.</td> <td>Authority response to queries latest by</td> <td><b>16th April, 2018</b></td> </tr> <tr> <td>8.</td> <td>Bid Due Date</td> <td><b>7th May, 2018</b></td> </tr> </tbody> </table>		Event Description	Date	1.	Availability of Bid Documents on e-procurement Portal	<b>From 5th February, 2018</b>	2.	Last date for receiving queries	<b>2nd March, 2018</b>	3.	Pre-Bid Conference 1	<b>5th March, 2018, 1500 Hrs IST</b>	4.	Authority response to queries latest by	<b>19th March, 2018</b>	5.	Last date for receiving additional queries	<b>28th March, 2018</b>	6.	Pre-Bid Conference 2	<b>2nd April, 2018, 1500 Hrs IST</b>	7.	Authority response to queries latest by	<b>16th April, 2018</b>	8.	Bid Due Date	<b>7th May, 2018</b>	<p><b>Schedule of Bidding Process</b> The Authority shall endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th></th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Availability of Bid Documents on e-procurement Portal</td> <td>From 5th February, 2018</td> </tr> <tr> <td>2.</td> <td>Last date for receiving queries</td> <td>2nd March, 2018</td> </tr> <tr> <td>3.</td> <td>Pre-Bid Conference 1</td> <td>5th March, 2018, 1500 Hrs IST</td> </tr> <tr> <td>4.</td> <td>Authority response to queries latest by</td> <td><b>23<sup>rd</sup> March, 2018</b></td> </tr> <tr> <td>5.</td> <td>Last date for receiving additional queries</td> <td><b>4th April, 2018</b></td> </tr> <tr> <td>6.</td> <td>Pre-Bid Conference 2</td> <td><b>6th April, 2018,</b></td> </tr> <tr> <td>7.</td> <td>Authority response to queries latest by</td> <td><b><u>20th April, 2018</u></b></td> </tr> <tr> <td>8.</td> <td><b><u>Last date for receiving additional queries</u></b></td> <td><b><u>5th May, 2018</u></b></td> </tr> <tr> <td>9.</td> <td><b><u>Pre-Bid Conference 3</u></b></td> <td><b><u>7th May, 2018</u></b></td> </tr> </tbody> </table>		Event Description	Date	1.	Availability of Bid Documents on e-procurement Portal	From 5th February, 2018	2.	Last date for receiving queries	2nd March, 2018	3.	Pre-Bid Conference 1	5th March, 2018, 1500 Hrs IST	4.	Authority response to queries latest by	<b>23<sup>rd</sup> March, 2018</b>	5.	Last date for receiving additional queries	<b>4th April, 2018</b>	6.	Pre-Bid Conference 2	<b>6th April, 2018,</b>	7.	Authority response to queries latest by	<b><u>20th April, 2018</u></b>	8.	<b><u>Last date for receiving additional queries</u></b>	<b><u>5th May, 2018</u></b>	9.	<b><u>Pre-Bid Conference 3</u></b>	<b><u>7th May, 2018</u></b>
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**RFP for Development of Bengaluru International Convention Centre (BICC) on PPP Basis**

**Pre-Bid Conference 2: ADDENDUM-2**

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2.	Clause 2.13.2 (viii) (page 25)	(i) A copy of the Concession Agreement with each page initialled by the Bid signatory in pursuance of the Power of Attorney referred to in Clause 2.13.2 (iii)	(ii) A copy of the <b><u>RFP and</u></b> Concession Agreement with each page initialled by the Bid signatory in pursuance of the Power of Attorney referred to in Clause 2.13.2 (iii)									
<b>DRAFT CONCESSION AGREEMENT</b>												
3.	31.1.3 (page 118)	<p><b>PREMIUM</b> (<i>Applicable only in case Premium is Offered by the Selected Bidder</i>)</p> <p>The Premium shall be paid in 3 installments, as below:</p> <p>(i) 50% which has been paid within 60 days of the LoA and as a precondition to the Signing of this Agreement</p> <p>(ii) 50% within the Conditions precedent period.</p>	<p><b>PREMIUM</b> (<i>Applicable only in case Premium is Offered by the Selected Bidder</i>)</p> <p>The Premium shall be paid in <b>2</b> installments, as below:</p> <p>(i) 50% which has been paid within 60 days of the LoA and as a precondition to the Signing of this Agreement</p> <p>(ii) 50% within the Conditions precedent period.</p>									
4.	Annexure-III (Schedule-C) (page 230)	<p>Annex-III (Schedule-C)</p> <p><b>Project Facilities for Optional Permissible Facilities</b></p> <p>i. Retail &amp; Entertainment facilities</p> <p>ii. Any other commercial space subject to approval of the</p>	<p>Annex-III (Schedule-C)</p> <p><b>Project Facilities for Optional Permissible Facilities</b></p> <p>i. <b><u>Retail &amp; Entertainment facilities or any other commercial space (subject to approval of the Authority), subject to the</u></b></p>									

RFP for Development of Bengaluru International Convention Centre (BICC) on PPP Basis

Pre-Bid Conference 2: ADDENDUM-2

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-2
		Authority	<u>same being within the stipulated maximum permissible built up area of 5.0 Lakh Sq. ft.</u>  ii. <u>3 Star or Higher Category Hotel</u>