

Development of 5 Star Hotel cum Convention Facility at Amritsar and Ludhiana under PPP format

Addendum – I to the RFP document

Sl.No	Description of the Clause	Query	Clarification
1	Schedule of Bidding Process Re: Due Date and Time for submission of Bids.	We request the Authority to extend the date and time of submission such that the prospective bidder gets at least one month from the replies to the Pre Bid Queries for preparation of the Bid. Presently there is very little time for preparation of the Bid considering the short interval between the Pre Bid Meeting and the due date for submission of the Bid.	The last date of submission of Proposal has been extended till 13 th September 2011, on or before 1600 hrs.
		Kindly ' EXTEND ' the date of submission of documents as the date decided is too short a period to submit the completed documents. Please Confirm.	
		Kindly Extend date of final submission by at least 15 days to enable extensive survey and for a realistic bid offer	
		Extension of date at least upto September 15, 2011 as 25th August 2011 is too short for us to obtain the project feasibility studies, configuration designing, soil testing etc.	

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2	Cl. 2.2 Development Envisaged Mandatory Development: International Convention Facility of 2000 Pax.	As the current MICE Market is untested and at a very nascent stage, it would take a long time to be robust and be able to sustain the size of investment required. In view of this, we request you to kindly relax these obligations. We request you to kindly remove the Convention Center from the list of Mandatory Development Obligations or scale down the requirements of the Convention Center.	No Change. Shall remain same as per the provisions of the RFP document.
3	Cl. 2.2 Development Envisaged Mandatory Development: International Convention Facility of 2000 Pax.	The Authority requires that the Convention and Exhibition Center shall be maintained by the hotel chain operating the hotel. However, we feel that the successful bidder should be allowed the flexibility in appointing operators for maintenance and operation of the Convention and Exhibition Facilities and Hotel. It is not necessary that the Hotel operator may be best suited to operate the Convention Centre.	No Change. Shall remain same as per the provisions of the RFP document.
4	Cl. 4.4 - Non-fulfillment of Conditions Precedent Sub Cl. (a) Re: Non-fulfillment by Concessionaire	The abrupt termination in case of delay in fulfillment of Conditions Precedent by the Concessionaire is very harsh. We request you to provide an extension in this time frame to 150 days, and also provide a suitable extension in this period subject to a payment of penalty as in the case of delay by the Concessing Authority	No Change. Shall remain same as per the provisions of the RFP document.

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5	Article 5 Cl. 5.1 – Annual Concession Fee (d) Payment of Interest @PLR + 5% in case of Delay	The Interest Rate specified herein @ PLR + 4% is excessive. We request you to scale this down to a rate of PLR + 1%	No Change. Shall remain same as per the provisions of the RFP document.
6	Article 19 Cl. 19.1– Financial Close	Obtaining of Financial Close within the Stipulated period of 180 days is difficult as it hinges on obtainment of all the requisite approvals. As the approval of Architectural Drawings by the IE itself takes 120 Days, obtaining of Financial Closure and the Approvals in 60 days more is not possible. We request you to provide at least 150 days from the obtainment of approval of the DPR by the Authority.	No Change. Shall remain same as per the provisions of the RFP document.
7	Soil Investigation Report	We request the Authority to share the Soil Investigation report that they may have of the Project sites. Soil investigation reports of the site should be provided so that developer can design the building structure accordingly.	Indicative Soil investigation report for adjoining sites for Amritsar and Ludhiana sites are attached as Annexure 1 (Amritsar) and Annexure 2 (Ludhiana) to this Addendum However, the bidders shall be required to carry out due diligence at their own.
8	Drawings	Request you to provide the soft copy of the site layout, survey drawing and its topographic survey in AutoCAD format.	The Project Site layout plan is attached as Annexure 3 (Amritsar) and Annexure 4 (Ludhiana) to this Addendum.

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9	Tourism and Other Benefits	This Project will cause immense benefit to the MICE Tourism in the state, causing direct & indirect benefit to many other sectors of the society. Thus please provide details regarding the Tax and Tourism Benefits / Concessions that this Project will get.	Refer Article 8.1 (xxiii) of the draft Concession Agreement (Section II of the RFP document).
10	Concession Period	Please clarify that the Concession Period is inclusive of Construction period of 3 years	Refer Article 3.4 (Concession Period) of the Section II (Draft Concession Agreement) of the RFP document.
11		Considering the proximity of the project near Airport at Amritsar, we request you to specify that is there any height restriction for the building construction? Who will arrange for the permission for the height of the structure from Airports Authority of India?	Though there is no restriction on the height of the building, subject to adherence to the permissible FAR for the Project Site. The successful bidder will have to take clearance from Air Force Authorities and fulfillment of other applicable norms/ laws/ rules such as setbacks, distance between buildings, etc. For arranging the permission for the height of the structure, please refer Article 3.1.2 (i) of the Section II (draft Concession Agreement) of the RFP document
		Permissible height should be clarified upfront as no height restriction is misleading.	
12		International standard Language Translation System should not be a pre condition covenant since International brand chain for hotels will manage the property and it will make the system available as and when international conference happens at the Hotel. The systems are also now a day's available on line	No Change. Shall remain same as per the provisions of the RFP document.

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13		<p>Multipurpose 2000 sq mtrs of Ballroom space which can be used for meetings, exhibitions. Conferences, conventions, weddings, parties etc. can be provided thus you are requested to provide flexibility instead of asking us to have the fixed convention center facility.</p>	<p>As per schedule I (Schedules of the Draft Concession Agreement).</p> <p>However, the fixed seating in the Convention Facility is not mandatory and can be used for other purposes/ uses like exhibitions, weddings, conferences etc.</p>
14		<p>FSI utilization can be improved only if commercial component for high end retail and offices is increased since total FSI available is 7.71 Lacs Sq.Fts. A 100 room hotel with ball room etc, can be developed in a 1.20 Lacs Sq.Fts and another 1.00 Lacs Sq.Fts can be utilized for service apartments (subject to viability?) thus balance FSI should be allowed to be used for office and retail components. The building bye-laws allow the use upto 20% within the hotel for retail / commercial purposes.</p>	<p>No Change.</p> <p>Shall remain same as per the provisions of the RFP document.</p>
15		<p>Two adjacent sites have been reserves for commercial use. Please clarify the proposed usage.</p> <p>The adjacent plots which you propose to use for commercial purpose can be utilized for other amenities such as amusement etc. so that you can enhance the usage of FSI into commercial retail and office space etc.</p>	<p>The overall development of the proposed site will have an outlook of a city centre with commercial and shopping facilities.</p>

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16		In Commercial area upto 20% instead of 10% within the hotel should be permissible This is as per building bye-laws	No Change. Shall remain same as per the provisions of the RFP document.
17		Ground coverage should be at least 50%	No Change. Shall remain same as per the provisions of the RFP document.
18		Six language interpreter is undesirable. Minimum should not exceed three and after five years of commercial operation another three can be stipulated	No Change. Shall remain same as per the provisions of the RFP document.
19		Please clarify whether total built up area is only FAR or inclusive of Non FAR also.	No Change. Shall remain same as per the provisions of the RFP document.
20		The three convention hotels within one state will create surplus capacity which will severally impact on revenues. The hotel may not be able to make profits due to intense competition	No Change. Shall remain same as per the provisions of the RFP document.
21		Concessional funding from the State Finance Corporations should be made available to undertake such large projects	No Change. Shall remain same as per the provisions of the RFP document.
22		Single window clearance for all the statutory and pre construction approvals should be provided.	No Change. Shall remain same as per the provisions of the RFP document.
23		2000 seating capacity should be reduced to 1,000 - 1200 and another 1,000 can be added after five years of operation.	No Change. Shall remain same as per the provisions of the RFP document.

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24		Three years for construction should be extended to at least 40 months considering the size of the project.	No Change. Shall remain same as per the provisions of the RFP document.
25		The restriction of commercial usage should not be linked to the built-up area. It should be on the total FSI , if at all you need to cap it.	No Change. Shall remain same as per the provisions of the RFP document.
26	Schedule I (Schedules of the Draft Concession Agreement)		<p>Para of Schedule-I of the draft Concession Agreement i.e. “The Concessionaire shall be required to develop a Pillar-free internal hall that can hold 2,000-delegate plenary and can be portioned into 3 (three) smaller halls having seating capacity of 500, 300 and 200 persons respectively. It is very essential that the International Convention Facility should contain at least one Convention Hall and required parking facilities.”</p> <p>To be read as:</p> <p>The Concessionaire shall be required to develop a Pillar-free internal hall that can hold 2,000-delegate plenary and can be portioned into 3 (three) smaller halls having minimum seating capacity of 500, 300 and 200 persons respectively. It is very essential that the International Convention Facility should contain at least one Convention Hall and required parking facilities.</p>