

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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
REQUEST FOR PROPOSAL			
1.	Clause 1.1.1.(b) Page	Section 1.1.1.b refers that concessionaire is at liberty to improve upon the approved theme & concept / further detail the design. Does this also include changing the proposed area statement to improve viability of the project, assuming the use suggested is within the uses listed in schedule B?	Yes, subject to fulfilling the minimum development obligations / minimum stipulated parameters.
2.	Clause 1.2.1.(i) Pages 4 to 9	It seems like DD will have to be included in the technical proposal Need to understand the expectation in the Technical proposal and the time required to create a technical proposal	Please refer Letter of Invitation (page i) and clauses 1.2.1(i) n), o), p) (pages 7-8) for the various payments and respective payment modes. The Clause is self-explanatory.
3.	1.2.1. j Pages 7	From RFP, under 1.2.1. j, we request clarification on the below 2 points: 1. Copies of completion certificate/experience certificate of construction/development provided by their clients duly certified by Bidder's statutory auditor 2. Copies of any other support documents duly certified by statutory auditor of the company	The clause pertains to needful documentation required for substantiating the Technical & Financial Capacity of the Bidder / Applicant.
4.	Clause 1.3 Pages 10-11	Schedule of Bidding Process: i. We seek extension of time till 30th September, 2018 for the last date for submission of bids. ii. Pre-Bid Conference 2 : 2nd April, 2018 Bid Due Date : 7th May, 2018 It is requested to revise Schedule as below: Pre-Bid Conference 2 : 2nd May, 2018 Bid Due Date : 8th August, 2018 iii. The bid document for the "Development of Bengaluru International Convention Centre on Public Private Partnership Basis- is elaborate and requires careful study of the provisions. Further. We also need to prepare	Pre-bid Conference 2 has been rescheduled to 1500 Hrs IST on 6th April, 2018 . Please refer Addendum-I . Further, there is no other change currently envisaged in the Schedule. However, the same will be reviewed at Pre-Bid Conference 2 stage.

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		<p>preliminary designs for development of the project. As the technical proposal is crucial for us to qualify for the final stage of bidding process, we require more time for preparation of the technical Proposal.</p> <p>iv. A lot of technical details have to be submitted, kindly postpone the submission date by 2 months to 7th July 2018.</p>	
5.	Clause 2.2.2 Page 15	<p>Conditions of Eligibility: The qualification criteria are very stringent and could be eased slightly to encourage more participation and competitiveness in bidding. As, the development of the project is spread over a period of 4 years and would be entrusted to a professional & experienced company for the design and construction, the criteria for qualifying the bidder could be restricted to "Financial Capacity" alone during the preliminary stage of bidding.</p>	The RFP conditions stand unchanged
6.	Clause 2.2.2 Page 15	Clarification – for technical qualification, only 1 project should suffice whether under category 1, 2, 3 or 4?	<p>Please refer clause 7.2 on pages 44 to 46. The following shall be considered for evaluation of the Technical Capacity:</p> <ul style="list-style-type: none"> • Combined Technical Capacity of the Consortium Members, subject to fulfilling conditions at clause 2.2.6 (pages 16-18) • The Technical Experience can be demonstrated either from 1 Project or as a summation of multiple Projects, fulfilling the specified criteria. • The Capital Cost of each Project Experience that shall be considered for evaluation shall be more than that specified at clauses 7.2.3 (c) & 7.2.4, respectively.

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7.	Clause 2.25.7 Page 31	Clause 2.25.7 states that bid security will be forfeited in the event that the bidder withdraws its bid during the period of validity of the bid or as extended by bidder from time to time. Can the Authority reconsider this clause as this is detrimental and bidders could be hesitant to participate in the first place?	The RFP conditions stand unchanged
8.	Clauses 7.2.3 & 7.2.4 Pages 45 - 46	<p>i. We request that the minimum criteria for pre-qualification be reduced from the present 187 Crore per project to 100 Crore.</p> <p>ii. 7.2.4. The condition "However payments/receipts of less than INR 187 Crore (Indian Rupees One Hundred Eighty Seven Crore only) shall not be reckoned as payments/receipts for Eligible Projects" to be relaxed.</p>	Please refer to Addendum-1 for revised clauses 7.2.3 (c) & 7.2.4.
9.	Clause 9.6 Page 57	Kindly clarify as to which is the sole criteria for evaluation of bids (financial). "Highest One Time Premium" or "Least Grant Support". Further the RFP specifies that in the event Highest One Time Premium is not quoted by any bidder, the Authority would award the tender to the bidder quoting the Least Grant Support "being sought".	<p>The Highest Premium Offered or Least Grant Sought is the Sole Criteria / Bid Parameter for Evaluation of Financial Bid.</p> <p>The following is clarified:</p> <ul style="list-style-type: none"> • In case of Bids with only Premium are received, the Project shall be awarded to the Applicant / Bidder quoting the Highest One Time Premium. • In cases Bids are received where some bidders have quoted Premium while some bidders have sought Grant, the Project shall be awarded to the Applicant / Bidder quoting the Highest One Time Premium. • In the event that none of the Financial Bids received have quoted the Premium, and all bids received have sought for Grant Support, then the Project shall be awarded to the Applicant / Bidder quoting the Least Grant

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			Support being sought.
10.	Clause 6.1. – 6.1.4.i	<p>i. Role of Selected Bidder 6.1.4.i. The Core Minimum Development Obligation ('CMD0')within 24 (twenty four) months from the date of signing the Concession Agreement.</p> <p>The preparation of designs, obtaining statutory permissions and construction of the Convention Centre & Exhibition Centre with the related infrastructure will consume substantial time.</p> <p>MODIFICATION REQUESTED: 6.1.4.i. The Core Minimum Development Obligation ('CMD0').....within 48 (Forty eight) months from the date of signing the Concession Agreement.</p> <p>ii. CMDO - BICC, MLCP, within 2 years, of signing of Agreement OR from appointed date (schedule G) OMDO- 5 star hotel, within 4 years, of Appointed Date, Optional Permissible Facilities - Retail and Entertainment Centre / Commercial Facilities upto a max of 5 lac sq ft + 3 or higher star hotel (commercial operations only permitted after commencement of CMDO / OMDO) MODIFICATION REQUESTED: CMDO - 4 years OMDO - 5 years</p> <p>iii. 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.</p>	Please refer to <u>Addendum-1</u> for revised clause.

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11.	6.1.Role of Selected Bidder – 6.1.4.i.b	6.1.4.i. b. Exhibition Hall of Minimum 6500 Sq.m. and associated facilities. MODIFICATION REQUESTED: 6.1.4.i.b. To be built & operated under Other Minimum Development Obligation ('OMDO').	The RFP conditions stand unchanged
12.	6.1.Role of Selected Bidder – 6.1.4.ii	6.1.4.ii. The Other Minimum Development Obligation ('OMDO') within 48 (forty eight) months from the appointed date specified in the Concession Agreement. MODIFICATION REQUESTED: 6.1.4.ii. The Other Minimum Development Obligation ('OMDO') within 72 (Seventy Two) months from the appointed date specified in the Concession Agreement	The RFP conditions stand unchanged
13.	6.1.Role of Selected Bidder – 6.1.4.ii.a	<ul style="list-style-type: none"> 6.1.4.ii.a 5 Star Category Hotel of minimum 250 rooms. As per the clause 6.1.4 ii of RFP, Construction and commencement of operations of a 5 Star Category hotel of minimum 250 rooms is to be fulfilled as "Other Minimum Development Obligation" (OMDO) within 48 months from the Appointed Date. The viability of a 5 Star Category hotel is doubtful, as the occupancy rate at the existing one at the Airport is pretty low. Construction of a budget hotel would be a better proposition.. MODIFICATION REQUESTED: 6.1.4.ii.a. 5 Star Category Hotel or a Budget Hotel of minimum 250 rooms As there are many other hotels coming up in vicinity, we recommend development of 3 star hotel to start with as part of CMDO. The 5 star hotel is recommended to be developed 5-7 years down the line 	The RFP conditions stand unchanged (The same is on basis of the recommendations of Market Study carried out, enclosed alongwith the Project Information Memorandum)

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14.	Clause 6.1.6	Accounting year mentioned in 6.1.6 shall refer to 1 st April to 31 st March – Clarification sought.	<p>a) The Revenue Share shall, commence from the day of COD1 / COD2 (and for any such period prior to the COD1 / COD2 when the commercial operations / transactions of any Project component, has commenced, whichever is earlier).</p> <p>b) The Revenue Share shall apply to all Project components developed / operated on the Project Site.</p> <p>c) The definition of Accounting Year is as specified in the Concession Agreement.</p>
15.	Clause 8.7.3	Will KSIIDC be providing detailed designs? In the absence of detailed design, how will you compare each proposal as people will come up with different designs? What happens if the DPR we submit post the bid is deemed inadequate and the IE requires us to change specs	<ul style="list-style-type: none"> • Please refer to Schedules A, B & C of the draft Concession Agreement for Design Brief, Specifications & Standards, etc. and Schedules K, L & M for maintenance requirements, service quality requirements, safety requirements. • The Concessionaire shall be free to prepare the detailed design of the project including its choice for materials, etc. over and above the specified design requirements. • The Technical Proposals shall be evaluated as per Clause 8.7.3 • The DPR submitted is required to meet the minimum parameters stipulated in Schedules A, B & C of the draft Concession Agreement

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			for Design Brief, Specifications & Standards, etc. and Schedules K, L & M for maintenance requirements, service quality requirements, safety requirements
16.	-	Clarification – Is there a limit to the number of bidders who will be shortlisted under the eligibility qualification.	No. There is no maximum limit to shortlisting of Bidders and all responsive Bidders / Applicant fulfilling the Qualification Requirements shall be qualified for Opening of Technical Proposals. Further, all responsive bidders / Applicants whose Technical Proposals Score equal or more than the Threshold Limit of 70 Marks in the detailed Technical Evaluation will be considered for opening of Financial Bid.
DRAFT CONCESSION AGREEMENT			
17.	ARTICLE – 2 Clause 2.1.(ii) Page 10	<ul style="list-style-type: none"> It refers to the development period of CMDO as within 24 months from the date of the Concession agreement, which is not correct and the same should be 24 months from the Appointed date As per the document, the CMDO projects need to be completed 24 months from signing of the CA. Approvals need to be taken from MOEF and KSPCB to commence construction which is generally more than 6 months after application. Hence, the CMDO projects 24 months construction duration should commence from Appointed Date (i.e. 6 months after CA signing). The viability of the project is dependent on completion and functioning of not only the trunk infrastructure but also on the development of the proposed Business Park in the balance land of KSIIDC. Further, unless good accommodation for the visitors is developed close to the Convention Centre, it would be difficult to organize large functions and Conventions at 	<p>Agreed.</p> <p>Please refer to <u>Addendum-1</u> for revised clause in this regard.</p>

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		the location. The proposed COD I and COD II are too short and too ambitious for the project to be viable.	
18.	ARTICLE – 2 Clause 2.2 Page 11	Cannot create any encumbrances on the project Encumbrance should be allowed in case it is required for financing	The Agreement is on a “Concession Agreement” format, which is a Bankable Document. As such, in case of debt, the lien would be on the overall Concession Rights of the Concessionaire, i.e. the Project.
19.	ARTICLE – 2 Sub Clause 2.3 Page 11	Article 2 and sub clause 2.3 restricts the selected bidder shall not be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein”. This will be detrimental to the selected bidder as he cannot get be involved or start similar activity outside BICC. Can the Authority clarify this clause?	The clause pertains to the Concessionaire, which is the SPV incorporated specially for implementing the Project and does not pertain to the Selected Bidder / Consortium members. Further, the clause provides for obtaining written consent from the Authority in case of the Concessionaire intending such interests.
20.	ARTICLE - 3 Clause 3.1.1 Page 12	Concession Period Please confirm the concession period. Is it 30 years including constructions period of 48 months	The total Concession Period, subject to other terms & condition of the draft Concession Agreement is 30 years + Additional period equivalent to the Construction Period of the CMDO / OMDO (subject to a maximum period of 48 Months + automatic renewal for an additional Period of 30 years (subject to other terms & condition of the draft Concession Agreement). Further, the Concession Period shall commence from the Appointed Date.
21.	ARTICLE - 3 Clause 3.1.2 Page 12	Concession <ul style="list-style-type: none"> Please confirm whether the Concessionaire is allowed to create lien of the project land with the lenders towards availing Debt. Can concessionaire take debt against the subject property? 	The Agreement is on a “Concession Agreement” format, which is a Bankable Document. As such, in case of debt, the lien would be on the overall Concession Rights of the Concessionaire, i.e. the Project.

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22.	ARTICLE - 3	Under Article 3 of DCA it gives the Right to Lease, sub lease, sub license any or all parts thereof. Why this exception of lease, sub lease option only given for Optional Permissible Facilities?	The development envisaged in Optional Permissible Facilities is Commercial and/or Retail Space, where Lease/sub lease/sub license of built up spaces would be necessary. This however does not restrict the developer from Lease/sub lease/sub license of built up spaces from other components of the Project.
23.	ARTICLE – 4 Clause 4.1.3 Page 16	Conditions Precedent <ul style="list-style-type: none"> The time given for achieving the condition precedent may please be increased 270 days, since EIA/EMP itself will take about 3 to 4 months and also to obtain all approvals 180 days is not sufficient. In case of delays in construction of CMDO or OMDO, on account of time taken to get approvals, will concessionaire be penalized? 	Please refer 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 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.
24.	ARTICLE – 4 : Under 4.2 & 4.3 Page 17	<ul style="list-style-type: none"> Damages for delay by either party should be same but in agreement there is a difference (i.e., 0.1% - from Authority to Concessionaire & 0.3% - from Concessionaire to Authority) Penalty for authority and concessionaire should be the same (Article 4.2 & 4.3). Concessionaire should also be allowed to terminate the contract if authority does not meet its obligations. 	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. Hence, RFP Conditions stand unchanged
25.	ARTICLE – 4 Clause 4.3 Page 17	<ul style="list-style-type: none"> Article 4.3, 2nd para gives cushion to Concessionaire that as long as the applications have been made within 120 days, time extension will be given. However, in reality most application for approvals are interdependent and requires minimum of 180 days 	The RFP conditions stand unchanged

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		<ul style="list-style-type: none"> In the event any CP's are not fulfilled by the Concessionaire within stipulated timeline, it is liable to pay damages to the Authority in an amount calculated at the rate of 0.3 % of the Performance Security for each day of delay till the CPs are fulfilled subject to a cap of amount equal to the Bid Security. However, on reaching the maximum amount the Authority may in its sole discretion terminate the Concession Agreement. Suggest deletion of this termination provision for non-fulfillment of CP's on time. 	
26.	ARTICLE – 4 Clause 4.5 Page 18	<p>In the event all the CP's are not fulfilled by 180 days of the Concession Agreement or any extended period in accordance with the Concession Agreement, the Concession Agreement shall be deemed to have been terminated by mutual agreement between parties and all the concession provided to the Concessionaire will cease to exist.</p> <p>Suggest deletion of this clause</p>	The RFP conditions stand unchanged
27.	ARTICLE – 5 Clause 5.1.7 Page 20	<p>Joint and Several liability</p> <p>For the members and Lead members of the Consortium the Joint and several liability clause may please be made applicable only till the Conditions precedent are achieved and thereafter it is governed by the SPV performance.</p> <p>This provision is practiced in NHAI projects also.</p>	<p>Agreed.</p> <p>refer to <u>Addendum-1</u> for revised clause</p>
28.	ARTICLE – 5 Clause 5.2.2 Page 22 & Clause 5.2.5 Page 25	<p>Draft Contracts</p> <p>The Project being DBFOT with the concessionaire taking the responsibility of the project cost, design risks, escalation costs etc., submitting the draft contracts shall be excluded — since all the pricing assumptions and terms of the contract are decided prior to submission of bids, any change will affect the performance of the contract and the price.</p> <p>Moreover the developer is relying on the price and strength of the Contractors chosen by them prior to submission of bids — hence any change will affect the concessionaire.</p>	<p>Please refer following in respective clauses:</p> <ul style="list-style-type: none"> Clause 5.2.2 : For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. Clause 5.2.5 : for the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to review of relevant expertise as well as

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			<p>national security and public perspectives (if applicable).</p> <p>As such risks identified have already been mitigated.</p> <p>Notwithstanding the above, incase the Selected Bidder / Applicant has sought Grant for the Project, then in such case the Concessionaire shall be required to follow a transparent & competitive bid process for selection of Implementing Agency, as per clause 5.6 (Pages 25-26).</p>
29.	ARTICLE – 5 Clause 5.6.2 Page 26	<p>Award of Contract</p> <p>The selection and appointment of contractors irrespective of the value shall be allowed to be done by the Concessionaire.</p> <p>Any diligence with respect to the Security clearance shall be done for the Consortium partners and in any case the SPV and the Consortium partners are responsible for the performance of the concession and agreement.</p> <p>Hence the concessionaire shall have the rights and freedom for setting the criteria and award of contracts</p>	The RFP conditions stand unchanged
30.	ARTICLE – 5 Clause 5.11 Page 28	<p>Obligation with respect to competition</p> <p>The above clause wherein-in the cross holding or the beneficial ownership is stipulated shall not apply to Bank, Insurance company, pension fund or a public financial institution — similar to the provisions of the conflict of interest clause. Please confirm.</p>	<p>Agreed.</p> <p>refer to <u>Addendum-1</u> for revised clause</p>
31.	ARTICLE – 5 Clause 5.11 Page 28	<ul style="list-style-type: none"> Can this be made valid for the entire period of the concession agreement and not restricted to 15 years. Exclusivity: This is limited to only 15 years (and only in Bangalore) and 	The RFP conditions stand unchanged

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		<p>applies only to BICC and not the hotel / commercial / retail development. This also applies only to GoK and not GOI.</p> <p>Exclusivity to be for 30 years</p> <ul style="list-style-type: none"> Will the Government assure the concessionaire that 75% of all its functions could be held at BICC as the authority disallows construction of similar facility by the concessionaire within the 15 Kms radius? 	No.
32.	ARTICLE – 5 Clause 5.11 Page 28	Ownership or operation of a similar category hotel within 15 km of the site, should be reduced. This is not as per market practice	As per clause, this Condition shall not apply for Hotel(s) implemented and operations commenced, prior to the Bid Due Date.
33.	ARTICLE – 5 Clause 5.14 Page 29	What happens if the project is delayed due to site conditions like, Rock, Toxic contamination or any other soil related issues? Will the authority provide soil test reports and other relevant tests done on site?	<ul style="list-style-type: none"> In such case, the case shall be considered for extension in Construction Period, based on the review and recommendations of the Independent Engineer and any additional experts, if necessary. KSIIDC has currently not carried out any soil tests at the Project Site. Further, it shall be the role & responsibility of the Selected Bidder to carry out the needful soil / sub-soil investigations.
34.	ARTICLE – 5 Clause 5.14 Page 29	Will the Authority provide detailed specifications (in terms of BOQ, materials expectations, building details etc.) for the CMDO and OMDO? A project with a costing of INR 935 Cr. will require detailed working from the bidder.	<ul style="list-style-type: none"> Please refer to Schedules A, B & C of the draft Concession Agreement for Design Brief, Specifications & Standards, etc. and Schedules K, L & M for maintenance requirements, service quality requirements, safety requirements. The Concessionaire shall be free to prepare the detailed design of the project including its choice for materials, etc. over and above the

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			specified design requirements. Further, please refer ARTICLE-12 for further clarity.
35.	ARTICLE – 5 Clause 5.1.8 (a) Page 21	<p>Applicable Permits: Applicable Permits are to be obtained by Bidder.</p> <p>i. The Authority being the nodal agency of GOK should lead the concessionaire in getting all approvals from various GOK offices.</p> <p>ii. Suggested change - Authority shall provide support/assistance to the bidder to obtain Applicable permits within the timelines specified in the agreement.</p> <p>iii. CPs and other obligations: Applicable Permits to be procured by BIAL (Schedule E). Currently KSIIDC will only provide reasonable support. KSIIDC will also provide utilities on reasonable assistance basis KSIIDC will undertake timely implementation of internal road and infra / approval of master plan KSIIDC default only if at least 90% of ROW not provided</p> <p>iv. All Applicable permits and 100% ROW (including trumpet) to be the obligation of KSIIDC. Timeframe should be provided within which all these will be provided to bidder</p>	<p>Please refer Clause 6.1.2 (Obligations of Authority). As such, the RFP conditions stand unchanged</p> <p>The dedicated access from NH7 and the implementation of the Internal Roads & other infrastructure up to the Project Site shall be completed prior to completion of Construction of CMDO / COD1.</p>
36.	ARTICLE - 5 Clause 5.1.8 (n) Page 22	Kindly clarify Article 5.1.8 (n) if the concessionaire will be allowed to remove all movable assets from the premises and hand over the project site.	No.
37.	ARTICLE – 5 Clause 5.2.2 Page 22	Kindly define project contract as per Article 5.2.2 of DCA	Project Contracts shall mean all Contracts / Agreements with Contractors, Vendors, Operators, Management Agencies, Lessees, Licensees, Occupiers, Tenants, Suppliers, Franchise Agreements, etc.

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38.	ARTICLE – 5 Clause 5.2.2 Page 22	All Project Contracts (Financing, EPC, O&M, Licensing, Project Facilities, other material contracts) shall have prior approval of KSIIDC within 15 days of receipt of draft. Need to have flexibility to enter into these without approval.	The RFP conditions stand unchanged
39.	ARTICLE – 5 Clause 5.2.3 Page 22	Concessionaire would need prior written consent from the Authority (not to be unreasonably withheld) for amending any Financing Agreement which it may enter with its lenders, if such amendment has the effect of imposing or financial liability or obligation on the Authority. Consent requirement from the Authority be removed or alternatively Authority can include a threshold in the agreement so that if any financial liability beyond certain amount arises, the Concessionaire will seek consent from the Authority, below such threshold no consent will be required.	The RFP conditions stand unchanged
40.	ARTICLE – 5 Clauses 5.2.4 /10.11.b.e	The Concessionaire shall ensure that all the Project Contracts has step-in rights in favour of the Authority in the event of termination or suspension. If the Authority decides not to step-in within a certain date, the Project Contracts will be deemed to be terminated without any liability attributed to the Authority and the counterparties will have no recourse to the Authority. This clause be suitably amended or deleted.	The RFP conditions stand unchanged
41.	ARTICLE – 5 Clause 5.2.5 Page 23	Kindly reconsider to specify that Authority should revert within specified number of days in Article 5.2.5	It shall be endeavored by the Authority to respond expeditiously.
42.	ARTICLE – 5 Clause 5.5.1 Page 25	Membership of association of convention centers and exhibition halls Kindly elaborate	The Concessionaire shall undertake that within 1 year of COD1, it shall procure the memberships in the name of the Project / Project Facilities, of at least 2 (two) associations respectively in each Category, from the listed Associations, that shall be kept valid with timely renewals, during the Concession Period.

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43.	ARTICLE – 5 Clause 5.6.2 Page 26	<ul style="list-style-type: none"> Kindly clarify Article 5.6.2 controls the procurement process of the Concessionaire and disallows entering into contracts with associated firms except written consent of the Authority Suggest deletion of this clause 	The Clause 5.6.2 is self-explanatory.
44.	ARTICLE – 5 Clause 5.21 Page 33	Why should the Concessionaire pay property tax when the land is on leave and license basis?	The RFP conditions stand unchanged
45.	ARTICLE – 5 Clause 5.21 Page 33	What about retrospective property tax to be paid by the Authority?	Retrospective property tax, if any, shall be borne by the Authority.
46.	ARTICLE – 5 Clauses 5.3.1 /5.3.2 Pages 23-24	<p>Change in ownership of the Concessionaire will need prior written consent from the Authority. The following shall constitute change in ownership:</p> <p>(i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control or any Equity, in aggregate of not less than 5% of the total Equity of the Concessionaire or</p> <p>(ii) Acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him.</p> <p>No time limit on taking a decision is provided</p> <p>Prior approval must not be a condition. If at all, this must be time bound</p>	The RFP conditions stand unchanged
47.	ARTICLE – 5 Clause 5.33.1 Page 38	<p>Grant is only to be used for the construction of CMDO</p> <p>What does construction include? What is the maximum amount of the grant?</p>	The Construction of CMDO shall include apportioned cost of consultants, as certified by the Statutory Auditors of the Concessionaire. It is clarified that the same shall however exclude cost of financing, licensing fees, administrative & management costs of the Concessionaire, etc.

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48.	ARTICLE – 6 Pages 39-40	<ul style="list-style-type: none"> Please elaborate the timelines and road map to construct dedicated access from NH 7 to BICC? Please elaborate timelines for internal road development? Is the BICC going to be provided a utility connection as a CP? It seems this is on best efforts basis only Who bears the risk of cost escalation if the CPs are delayed on account of KSIIDC? 	The dedicated access from NH7 and the implementation of the Internal Roads & other infrastructure up to the Project Site shall be completed prior to completion of Construction of CMDO / COD1.
49.	ARTICLE – 6 Pages 39-40	<ul style="list-style-type: none"> Does the authority have a NOC from the requisite authorities for development of the mentioned facility (CMDO, OMDO & other optional permissible uses)? (This is so that there is no delay in getting approvals). What happens in case of delay due to any flaws in the land title or anything attributable to the government (i.e. not in control of concessionaire)? There is no time set aside for getting approvals. Is there a legal report on land title/s? 	<ul style="list-style-type: none"> The facilities envisaged as permissible as per applicable land use for Project Site. However, the Concessionaire shall be required to obtain all the needful Statutory & Regulatory approval for its development proposal The land is owned by Government of Karnataka through KSIIDC and no title issues are envisaged. The legal opinion / Title Opinion shall be shared prior to Bid Due Date.
50.	ARTICLE – 6 Clause 6.7 Page 42	Similarly documents/programs/information provided by the concessionaire to the authorities shall remain the intellectual right of the concessionaire. Same cannot be shared with a 3 rd party.	The clause pertains to Documents / information pertaining to the Project, where question of IPR does not arise.
51.	ARTICLE – 6 Clause 6.8a Page 42	In the event any action or suit is filed to prevent or prohibit the Project by any Government Authority or third parties which might be expected to have material and adverse effect on the Project Assets/Facilities, if requested by the Concessionaire, the Authority on a best effort basic may take such action to challenge and mitigate such actions.	The RFP conditions stand unchanged

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
		This clause should be amended to remove reference to best effort endeavor from the Authority to mitigate any challenge and it should be amended to indicate that the Authority shall be responsible to mitigate such risks and challenges on its own even without request from the Concessionaire.	
52.	ARTICLE – 6 Clause 6.8 Pages 42-43	<ul style="list-style-type: none"> By when will the authority develop the balance 407 acres of land? What is envisaged as development? Please explain what common areas will be maintained and confirm that maintenance fee/service user charges will be benchmarked to market. The Concessionaire shall be liable to pay user fee to use common infrastructure in the event the Authority to re-design/re-align/re-develop the common infrastructure provided to the Project including roads What is the process of waste / STP etc envisaged currently? We would require more details and commitment in writing on source of water, power, sanitary, roads and infrastructure? We need more clarity on development status of Bengaluru Signature Business Park within which BICC would come up? 	<ul style="list-style-type: none"> The development of the balance 407 Acres will be in a phased manner, where the implementation of trunk infrastructure for Phase-I will commence in parallel to the implementation of the BICC. The trunk infrastructure for the proposed BSBP would be implemented and maintained by KSIIDC or its appointed agenc(ies), that shall comprise of Roads, Water supply (potable & treated), Solid Waste management, Sewerage system, Power including Street Lighting, Green Spaces & Landscaping, etc. KSIIDC is currently in the process of preparation of the Detailed Engineering Design of the proposed Trunk Infrastructure. Once the Trunk Infrastructure Works commence on ground, the bidding out of land parcels (as per the development strategy) would be taken up in a phased manner. The dedicated access from NH7 and the implementation of the Internal Roads & other infrastructure up to the Project Site shall be completed prior to completion of Construction of CMDO / COD1.

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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
			<ul style="list-style-type: none"> The maintenance fee / user fee for Trunk Infrastructure is envisaged to be as per market / industry norms
53.	ARTICLE - 7	We have a property tax dispute with the Gram panchayat. Will this disqualify as per Article 7 (h) of DCA	No.
54.	ARTICLE – 9 Clauses 9.2/9.5/9.7/9.8 Pages 50-52	<p>In the event the Concessionaire defaults or fails to meet any CPs, the Authority reserves the right to encash and appropriate the Performance Security / Deemed PS / Operations PS for recovering any amount due to it for and in respect of such Concessionaire Default to meet any CP</p> <p>This clause should be deleted. Its also not clear PS, Deemed PS and Operations PS</p>	The RFP conditions stand unchanged. Further, please refer to response at Sl. No.55 below.
55.	ARTICLE – 9 Clause 9.4 Page 51 & Clause 9.7 Page 52	<ul style="list-style-type: none"> Article 9.4 refers to Deemed performance Security of INR 46.5 Cr. to be held in the escrow account till end of concession period. Article 9.7 states that the concessionaire to keep additional INR 5 Cr operations performance guarantee thirty days after COD1 Please note that the Performance Security shall be released earlier upon the Concessionaire achieving COD1 and/or COD2, whichever is earlier. However, Article 9.4 provides that a substitute performance security for a like amount shall be deemed to be created for the entire period of the Concession. Suggest deletion of this clause 	<p>Please refer following in clause 9.4:</p> <p>For avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for the security payment and any potential damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire upon occurrence of Concessionaire Default shall be liable for payment hereunder.</p>
56.	ARTICLE– 10 Page 53	The 407 acres of BSBP comprises of forest land as well, can the Authority clarify that the BICC land does not include any forest land within 35 acres earmarked for BICC?	It is confirmed that the Project Site does not include any Forest Land / land earmarked for Social Forestry.
57.	ARTICLE– 10 Page 53	Define length and width of ROW to be provided for BICC	The BSBP land is almost level and the Authority shall jointly with the Concessionaire finalise the Right of Way to be provided for the Project Site.

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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
58.	ARTICLE– 10 Clause 10.3.4 Page 53	<ul style="list-style-type: none"> Article 10.3.4 states that the Authority shall make best efforts to provide and grant the ROW within 90 days from appointed day and will pay compensation of INR 1000 per day for every 500 square meters or part thereof commencing from 91st Day. This penalty is non-committal and meagre considering the risks taken by the concessionaire ROW: Within 90 days from the Appointed Date, the Authority only has best effort based responsibility to procure the RoW to the Concessionaire. Suggest amending this clause and making this as an absolute obligation of the Authority and removing references to any "best effort" endeavor from the Authority. Further, providing access to the land via a new trumpet should be the obligation of KSIIDC 	<p>The Project Site is within the 407 Acres land in possession of KSIIDC, free from any encumbrances. As such, no risks pertaining to delay in providing Right of Way are envisaged.</p> <p>Further, the dedicated access from NH7 and the implementation of the Internal Roads & other infrastructure up to the Project Site shall be completed prior to completion of Construction of CMDO / COD1.</p>
59.	ARTICLE - 10 Clause 10.3.5	Article 10.3.5 states that completion of development shall be based on the report of the independent engineer as per good industry practice. However in other part of the document it mentions 24/48 months. Which of the two shall prevail? And the concession period of 30 years should start thereafter.	<ul style="list-style-type: none"> The Minimum Development Obligations including timelines specified shall prevail. Please refer Concession Period clause
60.	ARTICLE-10	Can we sublet development of say a retail mall to a 3 rd party developer?	Refer Clauses 10.10 and 10.11. (only built up spaces are permitted to be sublet).
61.	ARTICLE-10 Clause 10.10 (b) para 2	It states that the concessionaire can lease/sub lease/license/sub license the developed built up space of the commercial development facilities being part of OMDA and OOP facilities. How can concessionaire lease/sub lease when the CA is only license?	Lease/sub-lease/license/sub license format shall be as legally feasible on basis of the terms of Concession Agreement.
62.	ARTICLE-10 Clause 10.11 Page 58	Clause 10.11 states that the revenue from all asset classes, rentals, interest from advance except office & retail shall be excluded from OOP shall be considered for the purpose of computation of revenue share.	It is clarified that the revenues accruing from the operations (i.e. business operations of the lessee occupying the premises) of the office & 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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
			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.
63.	ARTICLE-10 Clause 10.11 Page 58	Please note that the Concessionaire shall indemnify the Authority from and against all costs, losses, damages, liabilities, proceedings, litigations etc. arising out of any Contractual arrangement entered into by the Concessionaire such as licensee etc. Further, the Premium amount payable to the Authority shall be calculated including the revenues accruing from the operations of all such Project Facilities within the CMDO and OMDO, irrespective of such Project Facility being contracted to any other agency. Does this mean that in case shops / commercial facilities are rented out, we will have to rev share on the income of these shops / commercial facilities as well or only on the rent?	Yes. Revenue share of commercial activities shall be included in Premium computation.
64.	AIRTICLE-11	Article 11 does not articulate how the utilities will be provided to the concessionaire.	Article -11 pertains more towards shifting of existing utilities, if any, which are not envisaged. Regarding providing of Utilities, refer to clauses 6.1.2 (b), (j), (m) and clause 6.8.
65.	ARTICLE– 12 Page 63-67	What should go in the detailed project report and what would the independent engineer be approving?	Please refer clauses 12.1 & 12.2 of ARTICLE-12
66.	ARTICLE– 12 Clauses 12.4.2/12.4.3 Pages 68-69	In the event of any delay in completion of Project Milestones beyond 90 days from the respective Scheduled Completion date, the Concessionaire shall pay damages to the Authority at rate of 0.1 % of the Performance Security for each day of delay until such milestone is achieved. The right to get compensated for delay in project milestone completion by the Concessionaire is in addition to the right of the Authority to terminate the Concession Agreement for such delay in completion of Project Milestone. Further, if the Project is not completed and COD1/COD2 does not occur for either in the CMDO and/or the OMDO within 270 days from the respective	The RFP conditions stand unchanged.

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
		Scheduled Completion Date, the Authority shall be entitled to terminate this Agreement. The termination right is very onerous for the Concessionaire and should be modified / removed	
67.	ARTICLE– 15 Clause 15.2 Page 78	If COD1 and COD2 does not occur prior to the 91st day after the respective Scheduled Completion Date, the Concessionaire shall pay damages to the Authority in a sum calculated at the rate of 0.1 % of the Performance Security for each day of delay until COD1 and/or COD2 is achieved Please elaborate when it not due to Concessionaire's fault	Please refer clause 15.1.2
68.	ARTICLE -17 Clause 17.8.1 Page 89	If the Concessionaire fails to repair or rectify any defect mentioned in the Maintenance Requirements within a specified period, the same shall considered as a breach and the Concessionaire shall be liable to pay damages to the Authority at the higher of 0.5% of the Average Daily Fee and 0.1% of the cost of repair as estimated by the Independent Engineer, calculated for each of delay until such breach is cured. This is a heavy penalty and should be removed	The RFP conditions stand unchanged.
69.	ARTICLE -17 Clause 17.9 Page 89	If the Concessionaire does not maintain and/or repair the Project in conformity with the Maintenance Manual and fails to commence remedial works within 15 days of receipt of O&M Inspection Report, the Authority shall without prejudice to its right to terminate the Concession Agreement, be entitled to undertake such remedial work at the risk and cost of the Concessionaire. The Authority has in addition to recovering the cost of such remedial work from the Concessionaire has the right to claim a sum equal to 20% of such cost from the Concessionaire as penalty/damages from the Concessionaire. This is a heavy penalty and should be removed	The RFP conditions stand unchanged.
70.	ARTICLE -17 Clause 17.15 Page 92	<ul style="list-style-type: none"> Please reconsider allowing monetization of advertisement revenues to the concessionaire Commercial advertising is not permitted. This should be permitted 	The clause is limited to outdoor boards / hoardings including but not limited to those erected on unipole / multi-pole or framed structures and requiring approvals / licensing as per Advertisement bye-laws under the

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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
			Karnataka Municipal Corporations Act or any licensing authority of the government. However, other advertisements within the Project which do not qualify for requiring approvals / licensing as per Advertisement bye-laws under the Karnataka Municipal Corporations Act or any licensing authority of the government shall not be restricted.
71.	ARTICLE -27 Clause 27.2.4 Page 107	For any shortfall in KPI during a particular quarter, the Concessionaire shall be liable to pay damages to the Authority calculated at the rate of 1% of every loss of revenue equivalent to 10% revenue in any single performance indicator, provided where any shortfall can not quantified the Damages shall be determined at the rate 2% of the total revenue from the Project Revenues of the relevant quarter. This is a heavy penalty and should be removed	The RFP conditions stand unchanged.
72.	ARTICLE -28	Independent Engineer will be appointed by KSIIDC Role of independent engineer is far reaching: Monthly Inspection ,Carry out tests, Certify change of scope payments, Quarterly reports Appointment of IE should be mutually agreed or from an agreed panel. The role is also far reaching and needs to be moderated	Please refer Schedule Q for Process for Selection of Independent Engineer
73.	ARTICLE -30 Clauses 30.1.1/ 30.2.1	Concessionaire shall achieve Financial Close within 1 year from the date of the Concession Agreement and in the event of delay it shall be entitled for an extension of 120 days after payment of damages to the Authority at the rate of 0.05% of the Performance Security for each of delay. In the event the Financial Close is not achieved even after the extension of 120 days period the Concession Agreement will be deemed to be terminated with mutual consent due to such delay in achieving Financial Close. This is a heavy penalty and should be removed	Adequate time (1 year instead of 6 months) is being provided for achieving Financial Closure. The RFP conditions stand unchanged.

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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
74.	ARTICLE– 33 Page 120	Will annual concession fee be constant for both 30 year periods?	Please refer clause 33.2
75.	ARTICLE-33	Can the Revenue Share to the Authority from Commercial Operations 1 & 2 (COD 1&2) start from the 10th Year of Business operations, This will help the project to stabilize with huge upfront capital expenditure by the Concessionaire thus making it a win-win and viable project for both the authority and the Concessionaire.	This could be examined in case of Premium Bids only and can be further discussed in Pre-bid Conference 2.
76.	ARTICLE– 33 Clause 33.4.2	If upon verification it is found that the Project Revenue is more than the amount reported by the Concessionaire, the difference due to the Authority shall be multiplied by 180 and the product shall be paid as damages to the Authority. This is a heavy penalty and should be removed	The RFP conditions stand unchanged.
77.	ARTICLE– 46	Concessionaire can claim Change in Law benefit if the aggregate financial impact because of such Change in Law event exceeds Rs 2 Crore or 0.5% of the Project Revenues in any accounting year Any loss on account of change in law should be on account of KSIIDC	The RFP conditions stand unchanged.
78.	ARTICLE–51 Clause 51.4	Delays in payment penalty will be Bank rate + 4% This seems quite onerous and should be modified / removed	The RFP conditions stand unchanged.
79.	ARTICLE-52	Definitions Is signing of concession date & appointment of concessionaire date, different?	Yes. Please refer respective definitions.
80.	SCHEDULE- X Clause 8.2.3	<u>Shareholders Agreement</u> The Authority may in its discretion, on the occurrence of a Termination Event require the Private Participants to transfer all equity shares held by it to the Authority for (a) market value; or (b) 25% of the par value thereof, whichever is lower. This seems quite onerous and should be modified / removed	The RFP conditions stand unchanged.
81.	-	Please clarify what is meant by SMART technologies? What is the Authorities expectation?	SMART technologies shall include technology based applications / products / services for increasing efficiencies in construction, construction cost controls, operations /

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

Pre-Bid Conference 1: Response to Queries

Sl. No.	Clause No.	Query	(Draft) Response
			operational activities, operation cost controls, achieving performance parameters and/or efficiencies, management of the Project.
PROJECT INFORMATION MEMORANDUM			
82.	-	We request more details to be shared on the approach and exit road to BICC.	Please refer Site Plan enclosed at Annexure-I as response to Pre-bid Queries for tentative / schematic alignment, subject to any further changes at detailed design stage.
GENERAL			
83.	-	We request for a confirmation in writing that the distance from the edge of the Highway to the proposed hotels and Convention Center venue is more than 500 mtrs.	Yes. The nearest distance between the Project Site and the National Highway is more than 600 Mts. Please refer Site Plan enclosed at Annexure-II as response to Pre-bid Queries.
84.	-	i. How many minimum bids are required to make the bidding process valid? ii. What will KSIIDC do in a single bidder situation?	<ul style="list-style-type: none"> There is no such criteria stipulated in the RFP The Bid(s) received shall be placed before the Government for decision
85.	-	Please share more information on Power supply? Since, the development will be on a leased land, power has to come from KSIIDC. We estimate a requirement of at least 7500 kwh, which would require investment and setting up of a substation.	In case a Sub-Station is required exclusively for the Project, the same shall be set up within the Project Site (35 Acres) as an integrated part of the BICC Project. Further, this has already been estimated as part of cost of internal infrastructure within the Project Site / Estimated cost for BICC Project.

ADDENDUM-1 to RFP / Draft Concession Agreement

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-1																																																						
REQUEST FOR PROPOSAL																																																									
1.	Clause 1.3	<p>Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule:</p> <table><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>19th March, 2018</td></tr><tr><td>5.</td><td>Last date for receiving additional queries</td><td>28th March, 2018</td></tr><tr><td>6.</td><td>Pre-Bid Conference 2</td><td>2nd April, 2018, 1500 Hrs IST</td></tr><tr><td>7.</td><td>Authority response to queries latest by</td><td>16th April, 2018</td></tr><tr><td>8.</td><td>Bid Due Date</td><td>7th May, 2018</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	19th March, 2018	5.	Last date for receiving additional queries	28th March, 2018	6.	Pre-Bid Conference 2	2nd April, 2018, 1500 Hrs IST	7.	Authority response to queries latest by	16th April, 2018	8.	Bid Due Date	7th May, 2018	<p>Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule:</p> <table><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><u>23rd March, 2018</u></td></tr><tr><td>5.</td><td>Last date for receiving additional queries</td><td><u>4th April, 2018</u></td></tr><tr><td>6.</td><td>Pre-Bid Conference 2</td><td><u>6th April, 2018,</u> 1500 Hrs IST</td></tr><tr><td>7.</td><td>Authority response to queries latest by</td><td>16th April, 2018</td></tr><tr><td>8.</td><td>Bid Due Date</td><td>7th May, 2018</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	<u>23rd March, 2018</u>	5.	Last date for receiving additional queries	<u>4th April, 2018</u>	6.	Pre-Bid Conference 2	<u>6th April, 2018,</u> 1500 Hrs IST	7.	Authority response to queries latest by	16th April, 2018	8.	Bid Due Date	7th May, 2018
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2.	6.1.4	<p>To fulfill :</p> <p>i. the Core Minimum Development Obligation (“CMDO”) of construction of the following at the Project Site and</p>	<p>To fulfill :</p> <p>i. the Core Minimum Development Obligation (“CMDO”) of construction of the following at the Project Site and</p>																																																						

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

Pre-Bid Conference 1: ADDENDUM-1

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-1
		<p>commencement of operations of the same within 24 (twenty four) months from the date of signing the Concession Agreement:</p> <ol style="list-style-type: none"> Main Convention/Plenary Hall of minimum 6000 seater capacity and associated facilities; Exhibition Hall of minimum 6500 Sq. m. and associated facilities; and Supporting Meeting Rooms with associated facilities Food Court. <p>ii. The Other Minimum Development Obligation (“OMDO”) of construction of the following at the Project Site and commencement of operations of the same within 48 (forty eight) months from the Appointed Date specified in the Concession Agreement:</p> <ol style="list-style-type: none"> 5 Star Category Hotel of minimum 250 rooms. <p>iii. The other Permissible Developments within the Project Site shall be limited to that permissible and prescribed in the draft Concession Agreement only.</p>	<p>commencement of operations of the same within 24 (twenty four) months <u>from the Appointed Date specified in the Concession Agreement:</u></p> <ol style="list-style-type: none"> Main Convention/Plenary Hall of minimum 6000 seater capacity and associated facilities; Exhibition Hall of minimum 6500 Sq. m. and associated facilities; and Supporting Meeting Rooms with associated facilities Food Court. <p>ii. The Other Minimum Development Obligation (“OMDO”) of construction of the following at the Project Site and commencement of operations of the same within 48 (forty eight) months from the Appointed Date specified in the Concession Agreement:</p> <ol style="list-style-type: none"> 5 Star Category Hotel of minimum 250 rooms. <p>iii. The other Permissible Developments within the Project Site shall be limited to that permissible and prescribed in the draft Concession Agreement only.</p>
3.	7.2.3	<p>For a project to qualify as an Eligible Project under Categories 1 and 2:</p> <p>(a) It should have been undertaken either as (i) a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case</p>	<p>For a project to qualify as an Eligible Project under Categories 1 and 2:</p> <p>(a) It should have been undertaken either as (i) a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the</p>

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

Pre-Bid Conference 1: ADDENDUM-1

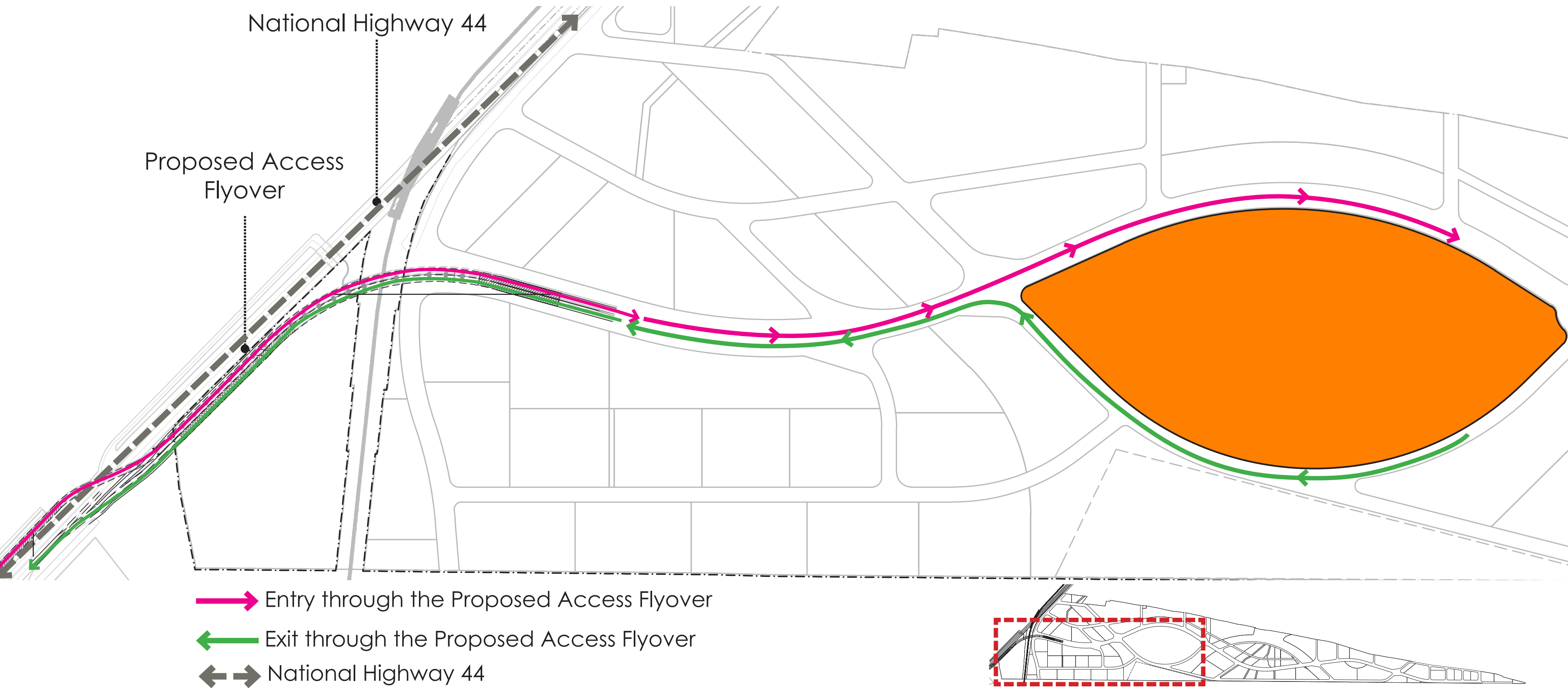
Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-1
		<p>may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity; or as (ii) a Private Sector Development / Joint Development Project (which are not classified as PPP Projects);</p> <p>(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire period and years for which Eligible Experience is being claimed;</p> <p>(c) the capital cost of the project should be more than INR 187 Crore (Indian Rupees One Hundred Eighty Seven Crore only); and</p> <p>(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have paid for development of the project (excluding the cost of land)</p>	<p>avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity; or as (ii) a Private Sector Development / Joint Development Project (which are not classified as PPP Projects);</p> <p>(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire period and years for which Eligible Experience is being claimed;</p> <p>(c) the capital cost of the project should be more than <u>INR 93.50 Crore (Indian Rupees Ninety Three point five Crore only)</u>; and</p> <p>(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have paid for development of the project (excluding the cost of land)</p>

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-1
4.	7.2.4	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant / Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than INR 187 Crore (Indian Rupees One Hundred Eighty Seven Crore only) shall not be reckoned as payments/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 form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant / Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than <u>INR 93.50 Crore (Indian Rupees Ninety Three point five Crore only)</u> shall not be reckoned as payments/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 form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
DRAFT CONCESSION AGREEMENT			
5.	ARTICLE-2 Clause 2.1 (ii)	Development of the CMDO as specified in Schedule-B within 24 (twenty four) months from the date of this Agreement, in conformity with the Specifications and Standards set forth in Schedule-D , including design, conceptualise, finance, build, integrate, install, test & commission;	Development of the CMDO as specified in Schedule-B within 24 (twenty four) months from the Appointed Date , in conformity with the Specifications and Standards set forth in Schedule-D , including design, conceptualise, finance, build, integrate, install, test & commission;
6.	ARTICLE-5	In case the Concessionaire is a SPV comprising a Consortium, the Lead Member of the Consortium shall be primarily responsible	In case the Concessionaire is a SPV comprising a Consortium, <u>until the completion of Conditions Precedent, achieving of the</u>

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-1
	Clause 5.1.7	for all the obligations under this Agreement, notwithstanding the fact that all the members of the Consortium are jointly and severally liable for all the obligations under this Agreement.	<u>Appointed Date and COD1</u> , the Lead Member of the Consortium shall be primarily responsible for all the obligations under this Agreement, notwithstanding the fact that all the members of the Consortium are jointly and severally liable for all the obligations under this Agreement.
7.	ARTICLE-5 Clause 5.11	<p>Obligations relating to competition</p> <p>The Concessionaire shall not, either directly or through its Associates, or in any other manner acquire control or interest in the operations or services of any other Convention Centre, Exhibition Hall or similar category Hotel situated within a radius of 15 (fifteen) Kilometers from the Project such that its share exceeds 25% (twenty five per cent) of such control or interest in the operations or services of that Convention Centre, Exhibition Hall or similar category Hotel. The Concessionaire shall also ensure and procure that no person who controls or operates any other Convention Centre, Exhibition Hall or similar category Hotel situated within 15 (fifteen) Kilometers from the Project shall acquire control or interest in the operations or services of the Project / Project Facilities such that the share of such person exceeds 25% (twenty five per cent) of such control or interest in the operations or services of the Project;</p> <p>For the avoidance of doubt, “Convention Centre” shall mean an air conditioned Convention Centre of 2000 pax. Capacity or more and “Exhibition Hall” shall mean a venue with minimum 2500 sq. ft.</p>	<p>Obligations relating to competition</p> <p>The Concessionaire shall not, either directly or through its Associates, or in any other manner acquire control or interest in the operations or services of any other Convention Centre, Exhibition Hall or similar category Hotel situated within a radius of 15 (fifteen) Kilometers from the Project such that its share exceeds 25% (twenty five per cent) of such control or interest in the operations or services of that Convention Centre, Exhibition Hall or similar category Hotel. The Concessionaire shall also ensure and procure that no person who controls or operates any other Convention Centre, Exhibition Hall or similar category Hotel situated within 15 (fifteen) Kilometers from the Project shall acquire control or interest in the operations or services of the Project / Project Facilities such that the share of such person exceeds 25% (twenty five per cent) of such control or interest in the operations or services of the Project;</p> <p>For the avoidance of doubt, “Convention Centre” shall mean an air conditioned Convention Centre of 2000 pax. Capacity or more and “Exhibition Hall” shall mean a venue with minimum 2500 sq. ft.</p>

Sl. No.	Clause No.	Original Clause	Revised Clause as per Addendum-1
		<p>area, where exhibitions / events are hosted.</p> <p>Provided that this clause 5.11 shall not apply if such share is the direct consequence of the decisions or directions of the Authority.</p> <p>For the avoidance of doubt, it is agreed that this clause shall apply from the date of this Agreement and shall be valid until the subsistence of the Concession Period and shall not apply to such prior actions of the Selected Bidder / Consortium Members, subject to such Convention Centre, Exhibition Hall or similar category Hotel situated within a radius of 15 (fifteen) Kilometers from the Project having commenced operations prior to the date of this Agreement. However, in such cases, the Concessionaire shall endeavor to protect the commercial interest of the Project at all times and under no circumstances divert Users / guests to such competing facility under its control.</p>	<p>area, where exhibitions / events are hosted.</p> <p>Provided that this clause 5.11 shall not apply if such share is the direct consequence of the decisions or directions of the Authority.</p> <p>For the avoidance of doubt, it is agreed that this clause shall apply from the date of this Agreement and shall be valid until the subsistence of the Concession Period and shall not apply to such prior actions of the Selected Bidder / Consortium Members, subject to such Convention Centre, Exhibition Hall or similar category Hotel situated within a radius of 15 (fifteen) Kilometers from the Project having commenced operations prior to the date of this Agreement. However, in such cases, the Concessionaire shall endeavor to protect the commercial interest of the Project at all times and under no circumstances divert Users / guests to such competing facility under its control.</p> <p><u>It is further agreed that this clause shall not be applicable to cross holding by a Bank, Insurance company, pension fund or a public financial institution.</u></p>

Vehicular Access to BICC Plot



Distances of BICC project site to NH44

