

AMARAVATI DEVELOPMENT CORPORATION LIMITED

Government of Andhra Pradesh

Pre-bid Queries & Responses for the Development of “Sports & Recreation Club” at Amaravati Central Park in Amaravati Capital City.

Pre-bid Queries from ‘Prospective Bidder’ for “Sports & Recreation Club” Project in Amaravati Capital City and the Responses of ADCL, GoAP.

Sl. No.	Document Reference Clause No. Page No.	Content of the RFP/Concession Agreement - requiring clarification	Request from the Prospective Bidder	Response of ADCL, GoAP.
1	Clause 1.3 of RFP, Page 14	Schedule of Bidding Process	Request extension of at least 60 days considering the time required to undertake site studies, assessment of technical requirements, project costs and other studies and investigations	The ADCL considered the postponement of ‘Bid Submission’ by ‘One Month’ from the date of ‘Pre-bid Responses’ from the ADCL, upto 20th June 2018.
2	Clause 1.5, Point 19. Page 19	Data Sheet - Annual Lease rentals	There should be at least 3 year holiday for Lease Rentals from COD considering the time required for the developer to achieve the commercial viability and considering that greenfield city would have challenges from the densification and populating aspect	The Payment of ‘Annual Lease Rentals’ starts from the Date of Execution of Agreements or Hand-over of the physical possession of the Site to the Selected Bidder by the ADCL, whichever is later. RFP Conditions Prevail as per the Tourism Policy of Govt. of A.P.
3	Clause 1.5, Point 21, Page 19	Data Sheet- Bid Parameter	There should be at least 3 year holiday for revenue share from COD considering the time required for the developer to achieve the commercial viability and considering that greenfield city would have challenges from the densification and populating aspect	The ADCL considered the the extension of Moratorium Period for the payment of ‘Revenue Share’ from 2 Years to 3 Years , hence all the related clauses will change accordingly.
4	Clause 1.5, Point 24, Page 20	Bid Security	The Bid security mentioned in figures is Rs 50.00 lakhs and in words it says “Twenty Five Lakhs” kindly clarify	Bid Security is 1% of the proposed Project Cost of Rs.25.00 Crores, hence the Bid Security is Rs.25.00 Lakhs only. <i>Hence, this Clause can be read as “Rs.25.00 Lakhs (Rupees Twenty Five Lakhs Only)”</i>
5	Clause 1.5, Point 14, Page 16	20-25% of the development (Sports & Games Components) shall be completed within 12 Months. Rest of the ‘Health Club & Gymnasium; Swimming Pool; Club	It is requested to specify the components to be completed in time period of 12 months and the components to be completed in balance 24 months as each and every bidder would have own	The Bidder can propose the ‘Phasing’ as per the convenience of their implementation plan, subject to the condition that, 20-25% of the developments, shall be completed within 12

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		House; Kids Gaming Zone; Simulated Games of Cricket, Football & Golf; Pro-Shop; Restaurant; Components' shall be completed within 24 Months from the date of signing of 'Concession Agreement'. Total project duration shall be Two (2) Years and any further extension due to any unforeseen & unavoidable circumstances shall be considered by the ADCL with mutual consent.	interpretation and the bid submitted based on respective interpretation would not be on comparable on a common parameter Hence it is requested that the requisite development shall be clearly defined and highlighted	Months and rest of the developments shall be completed in 24 Months .
6	Clause 2.1.2, Page 29	Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in this RFP shall be binding on the ADCL nor confer any right on the Bidders, and the ADCL shall have no liability whatsoever in relation to or arising out of any or all contents of the Document(s). The "Project Feasibility Report" of the Project prepared by the consultants of the ADCL is only a preliminary reference Document for working out the Projections for the preparation of RFP.	The "Project Feasibility Report" is not shared at this stage along with the bidding documents Although it is a preliminary reference document as highlighted, it would provide insights in to various development and operations related aspects of the project Request the authority to share the same	Project Feasibility Report will be provided by the ADCL, by mail, on request from the prospective bidders.
7	Section 2.1 of Concession	The Concessionaire has no right to sell or mortgage the title of the Site or any of	It is required that the bidder be given the rights to mortgage the leasehold rights and the project	The rights to mortgage the leasehold rights and the project assets developed by the

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	Agreement, point c, Page 22	the whole or part thereof and it shall, on the Transfer date, transfer and hand over the Site along with the Project Facilities and Project Assets to the Authority or its nominated agency in accordance with the provisions hereof.	assets for raising the required finance from financial institutions for the sole purpose of development and operation of the facility Need to have the right to mortgage the lease hold rights along with the Project Assets for raising finances, which is a standard practice for all PPP projects	concessioner for raising the required finance from financial institutions is provided in Section-8.1 of the draft concession agreement. The RFP condition Prevails with reference to the Project Site and Transfer & Handover of the Site.
8	Section 3.3, Point (f) of Concession Agreement, Page 24	Procured consent for establishment /consent for operation/ environmental clearance etc., from the State/Central Agencies/Authorities, as may be required under Applicable Law, after having completed preparation of the Detailed Project Report as required	It is requested that Environmental Clearance shall be provided by the authority	RFP Conditions Prevail.
9	Section 8.3 of Concession Agreement, Page 63	User Charges for Project Facilities	In order to have a viability for the project, the Concessionaire shall have the right to collect user charges charge user charges as per market practice without requiring approval from the Authority	The discretion of the Concessionaire is very well protected under this clause. RFP conditions prevail.
10	Section 16.6 of Concession agreement	Compensation on Termination due to Force Majeure Event	It is requested that if the Termination is due to the Force Majeure event, there shall be provisions to compensate the Concessionaire as eventually the asset is handed back to the Authority, which can be commercially exploited Hence debt due if any shall be paid to the financial institutions and the concessionaire shall be compensated for equity, formula for which can be discussed and decided in the bid process	Force Majeure Clauses are addressed appropriately, hence RFP Conditions Prevail

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11	General	Lease Deed	It is requested that the copy of Lease Deed be included with draft concession agreement, which will aid in providing comments/suggestions by the bidder during the bidding process on the contents of the lease deed and any issues, thereof	Draft Lease Agreement will be provided on the Website of ADCL.
12	General	Substitution agreement	It is requested that the Substitution agreement to be included with draft concession agreement	"Substitution" is addressed appropriately in Section-5.1 of the draft Concession Agreement and will be addressed in detail in the final Concession Agreement.
13	General	Change in Law	It is requested to include "Change in Law" Clause in the Draft Concession Agreement	"Change in Law" is addressed appropriately in the draft Lease Agreement and will be addressed in detail in the final Concession Agreement also.
14	General	Change of Scope	It is requested to include "Change of Scope" Clause in the Draft Concession Agreement	The question of "Change of Scope" does not arise, since the RFP is 'Project Specific' and 'Bids' are invited based on this 'Scope of the Project'. The Scope of the Project cannot be changed unless such change is incidental or subsidiary or essential to the "Scope specified in the RFP", in the view of the ADCL, GoAP.
15	General	Associate experience	It is requested to the authority that to meet the Technical and Financial criteria by the bidder "Associate Experience" should be considered	"Associate" is defined in Section-1 (Definitions) in the Draft Concession Agreement and very well considered in Section-2.1.14 of the RFP Document.
