

Reply of pre-bid queries received against the Request for Proposal (RFP) of 'Operation & Maintenance of Food Court' and 'Upkeep & Maintenance of Library' at Town Hall in Amritsar on PPP mode in the State of Punjab

#	Clause	Existing Clause	Query/Request Raised	Clarification /Reply												
1.	NA	NA	Request for increase in the area for the retail business 30% to 50% of Total Area	Please see Addendum-1 Sr No 2 and 11												
2.	1.1.1/Page 14 of RFP	Upfront Fee: INR 1 crore Concession Period: 15 years Estimated project costs: INR 3.5 crore	Since the concessionaire is going to invest Rs.3.50 crore at the initial stage in constructions, furnishings, fittings, etc., and will also deposit Rs.50 lac as performance security, which will create a heavy stake in the project, an upfront fee of INR 1 crore may not be charged or may be lowered to a minimal amount. Secondly, the concession period should be for 30 years. Further, kindly provide the breakup of the estimated project costs of Rs.3.5 crore.	No Change												
3.	3.7/Page 39 of RFP	Final evaluation shall be done on "Quality & Cost Based Selection" method (QCBS). The weightage for the composite evaluation shall be awarded as below: - Technical (TS) –70% Financial (FS) –30% Bids shall be ranked according to their combined scores, calculated using the technical score (TS) and financial score (FS) and the weights as follows: $S = TS \times 70\% + FS \times 30\%$ Bidder with the highest combined score shall be awarded the contract. In case of a tie in the final score, the bidder having highest technical score will be selected.	Once the bidder has qualified the stage of the technical bid as per Article 3.5.4, we suggest that the project should be awarded to the bidder with the highest ACF quoted.	Please see Addendum-1 Sr No 6												
4.	1.2/Page 18 of RFP S. No. 4	<table border="1"> <thead> <tr> <th>S. No</th> <th>Event/ Activity Description</th> <th>Target date/time period</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Bid Submission</td> <td>06.01.2021</td> </tr> <tr> <td>a)</td> <td>Online Submission of Bid</td> <td>06.01.2021 by 3:00 PM</td> </tr> <tr> <td>b)</td> <td>Submission of Bid in physical form -</td> <td>06.01.2021 by 3:30 PM</td> </tr> </tbody> </table>	S. No	Event/ Activity Description	Target date/time period	4	Bid Submission	06.01.2021	a)	Online Submission of Bid	06.01.2021 by 3:00 PM	b)	Submission of Bid in physical form -	06.01.2021 by 3:30 PM	Bid submission date should be fixed after at least 10-15 days from the date of response to pre-bid queries.	Please see Corrigendum-1 and Addendum-1 Sr No 1
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5.	NOTICE INVITING BIDS Point No.	The Concessionaire shall be responsible for operating and maintaining the entire Food Court premises and upkeeping and maintaining of Library in pursuance of the terms and conditions as set out in the Concession Agreement. The design, plan and drawings of the Food Court and Library are in the custody of the	Kindly provide the tentative cost per year to keep up and maintain the library. Further, we request that instead of making the concessionaire responsible for the upkeep and maintenance of the Library, a mandatory	The tentative cost of upkeep and maintenance of Library building may be between Rs 4.00 to 5.00 lakhs per annum. The Concessionaire shall be responsible for the upkeep and maintenance of library along with the operation and												

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	ix/Page 12 of RFP	Authority, which shall be made available to the Concessionaire upon its request. It is to be noted by the Bidders that the Concessionaire shall have the right to sub license the premises under the concession period and determine the tariff/rental of space to be charged from the users, while Library shall be operated by Municipal Corporation Amritsar. Concessioner needs to look after upkeeping and maintenance of the library premises including upkeeping of furniture & fixture, lighting, utility supply, cleaning and sanitation etc. Concessioner shall not be responsible for payment of salary of Library staff and utility bills (electricity & water) of Library this shall be taken care by Municipal Corporation Amritsar.	payment of a fixed annual amount should be asked of the concessionaire, to avoid unnecessary operational conflicts between the concessionaire and administrators of the Library in the longer run.	maintenance of entire food court premises. Bidders are advised to make their own assessment of cost estimation for upkeeping and maintenance of the library before bidding.
6.	Article 2.2 (b)/Page 20 of DCA	The Concessionaire shall be responsible for all the Applicable Permits and the Clearances as may be required for the operations & maintenance of the Project. The Project shall be ready for operation after taking all the clearance(s), within 6(six) months of the Compliance Date.	Keeping in view the temporary constructions, clearances and approvals required, we request that the time period for making the project operational should be 12 months from the compliance date.	No Change
7.	Article 5.1 (d)/Page 27 of DCA	The Concessionaire shall submit its audited financial statement to the Authority within 30 (thirty) days after the end of each year. In the event that Authority requires any clarifications/supporting for the audited financial statement submitted by the Concessionaire, the Concessionaire shall provide the same promptly and not in any case later than 7 (seven) days from the date of such request.	In all the Articles mentioned in S. No. 6 and 7, 8 & 9 below, the concessionaire has to provide its annual accounting records as per Article 5.1 (f), within 30 days as per Article 5.1 (d) and within 180 days as per Article 15.5 and Article 17.2. We request you to please waive clauses reg. submission of financial statements, books of accounts and records as the concessionaire is selected on the basis of payment of a fixed ACF per year and not on the basis of VGF.	Please see Addendum-1 Sr No 12
8.	Article 15.5 (ii), (iii) and (iv)/Page 58 of DCA	ii) Provide to the Authority or persons notified by it, access to such records and accounts; iii) Deliver to the Authority annual audited accounts of the Concessionaire for the Project within 180 (one hundred and eighty) days of close of each Financial Year. iv) Retain and store on the Project Site for a period of ten years all records relating to the Project, which shall be the property of the Authority.	-DO-	No Change
9.	Article 17.2 (viii)/Page 62 of DCA	It shall furnish a copy of the audited accounts of the Concessionaire within 180 (one hundred and eighty) days of the close of each Financial Year after the Effective Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the Concessionaire within 30 (thirty) days of its occurrence and warrants that the	-DO-	No Change

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		accounts and the information furnished as aforesaid shall be true and correct;		
10.	Article 5.1 (f)/page 27 of DCA	Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost, another firm of Chartered Accountants to independently audit (the "Independent Auditor") and verify all matters, expenses, costs, realizations which have been carried out by the Statutory Auditor of the Concessionaire. In such an event, the Concessionaire shall provide to such Independent Auditor access to all documents and records as required by the Independent Auditor.	-DO-	No Change
11.	Article 6.4/Page 30 of DCA	Although the property tax on the Project Site is payable by the Authority as owner of the Site; however, under applicable laws the Concessionaire/Sub-Licensee (if any) is liable to pay any such taxes arising out of usage of Project Site i.e. for any non-residential/ commercial purposes or on the built-up area, which is under the occupation of Concessionaire shall not be reimbursed or payable by the Authority. For the avoidance of doubt, it is clarified that as per Section 97(2) of the Punjab Municipal Corporation Act, 1976, the Concessionaire shall bear any such property taxes, house taxes, municipal taxes etc. as levied by Competent Authorities. Any such taxes payable by the Concessionaire under Applicable Laws, for use of the Project Site, shall not be reimbursed or payable to the Concessionaire till the subsistence of this Concession period.	From this Article, we understand that apart from an annual payment of ACF and expenses on the upkeep and maintenance of the library, the concessionaire has to pay property tax also. We would like to know the amount of property tax to be paid per year.	At present, as per the Clause 4 of The Punjab Municipal Corporation (Second Amendment) Act 2013, Property Tax is not applicable on "Historical and Heritage buildings, so notified by the State Government, Central Government or United Nations Educational, Scientific and Cultural Organization". As per the mentioned law Project site is exempted from the Properties at present. However, property tax is subject to applicable law. Please click on below link to download The Punjab Municipal Corporation (Second Amendment) Act 2013: https://drive.google.com/drive/folders/1UWqkNatinDhFn7xQE-HPy1lkfCH9ll4?usp=sharing
12.	Article 7.1 (b)/Page 32 of DCA	All litigation involving the Project Site, prior to the signing of Concession Agreement and wherein the actions have been filed against the Authority, shall be contested solely by the Authority. The Concessionaire shall in no way be held responsible or liable as a reason therefore. The Authority shall indemnify the Concessionaire and shall hold it free from any claim or consequent cost that may arise as a result of any such litigation obligations of Authority regarding Project Site.	Are there any litigation or proceedings pending or ongoing before any authority in respect of the said property?	At present, there are no litigation or proceedings pending or ongoing for the said property/Project site. The Authority shall indemnify the Concessionaire and shall hold it free from any claim or consequent cost that may arise as a result of any such litigation obligations of Authority regarding Project Site.
13.	Article 7.2.1 (e)/ Page 32 of DCA	The Authority may grant to the Concessionaire right to advertise and set up and display hoardings, billboards and other information panels at the Project Site or to grant license to such rights against payments, provided that such rights shall be exercised in accordance with the Applicable Laws and orders, decrees, direction of courts and regulations of Municipal	We request that advertisement rights may also be provided at the first instance along with the rights to run the food court and other allied activities as per the agreement, with the clause that the concessionaire will have to take prior approvals from the Municipal Corporation of Amritsar and/or	The Concessionaire may set up and display hoardings, billboards and other information panels at the Project Site or to grant license to such rights for project related activities, provided that such rights shall be exercised in accordance with the Applicable Laws and orders, decrees, direction of

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		Corporation of Amritsar;	any other Competent Authority.	courts and regulations of Municipal Corporation of Amritsar;
14.	Article 8.3 (iv)/Page 38 of DCA	Availability of building materials, water, power etc.;	Kindly provide the details of present status of electricity connections and sanctioned load. Please also provide the details of water sources available at the site.	Electricity connection- it is informed that the concessionaire will take electricity connection at its own level as per requirement. Water Arrangement: An underground water tank has been provided.
15.	Article 9.5 NOTE/Page 48 of DCA	NOTE: - Detailed drawings of interior of the Food Court & Library are available with the Authority which can be obtained by Concessionaire on request.	Please provide such drawings for a better understanding of the project and to evaluate the costing of the project.	Please click on below link to download the drawings: https://drive.google.com/drive/folders/1UWqkNatinDhFn7xQE-HPy1lkfCH9II4?usp=sharing
16.	Articles 20.1 and 20.2/Page 66 of DCA	Appointment of Chartered Accountant, Audited Accounts	As the concessionaire is making a payment of pre-fixed ACF every year and not selected on the basis of VGF, he may be allowed to appoint a Chartered Accountant at his own will and annual financial statements should not be asked for.	Please see Addendum-1 Sr No 14
17.	Article 23.1 (d)/Page 76 of DCA	deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its Design, Construction O&M etc., including all programmes and manuals pertaining thereto, and complete "As-Built" Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, Construction, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;	Please guide if the concessionaire will have to transfer its BRAND NAME as well, it also being intellectual property. And after the transfer, the concessionaire will have no right on its own brand name, and further will not be able to use such brand name for other ventures already operational or to be operational in the future.	The concessionaire will have to transfer any Intellectual property generated in the Concession period at the Project Site. The name of the proposed project site shall be kept with suffix in "Town Hall" as desired by the concessionaire and with approval of the authority. For example: If ABC Pvt ltd selected as concessioner may be named of the project site as "Town Hall- ABC Bazar" or "Town Hall Food Court ABC".
18.	Schedule III 1.1 (4)/Page 118 of DCA	The façade of the Food Court building shall remain the same, The Concessionaire shall conduct interior work, repair the Food Court building as per requirements. The Food Court building was built prior to 1947 so all development/ repair, alteration works etc. shall be required to be undertaken in line with the GoP notification dated 3.09.2002 issued by the Department of Tourism & Cultural Affairs and any amendments thereafter.	Kindly provide the GoP Notification dated 30.09.2002.	Please see Addendum-1 Annexure-A
19.	Article 27.6.2 (b)/Page	The façade of the Food Court building shall remain the same, The Concessionaire shall conduct interior work, repair the Food Court building as per requirements. The Food Court building was built prior to 1947 so all development/ repair, alteration works etc.	While the concession period will be extended for the duration in which the concessionaire is prevented from the collection of project revenues on account of a force majeure event, we	Please refer ARTICLE 27: FORCE MAJEURE of DCA

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	87 of DCA	shall be required to be undertaken in line with the GoP notification dated 3.09.2002 issued by the Department of Tourism & Cultural Affairs and any amendments thereafter.	understand that the payment of the ACF will also be waived for the same duration while the force majeure event subsists. Please clarify.	
20.	NA	NA	Request for shifting of Police Station	No Change
21.	NA	NA	I want to make a green room at that place, so please allow me to make a green room.	Only temporary structure without any permanent fixture may be allowed with the prior approval of Design Approval Committee.
22.	NA	NA	Usage for courtyard area should be permitted for open shops. Permission for the kiosk is much needed	The area earmarked for the project can only be used by the Concessionaire. No usage is allowed beyond the permitted area.
23.	NA	NA	A lot of unwanted vehicles are parked in the premises like hop on hop off busses! Fire trucks police vehicles	
24.	NA	NA	There are very few entries at the town hall at least 2 more entries should be provided to attract the audience	Authority will allow opening and access of existing gates with the provision of only pedestrian entry and the Concessionaire should ensure that the entry shall not become the thoroughfare for the vehicle. Construction of new entries is not permitted.