

PRE-BID QUERIES & DRAFT RESPONSES

for “Development of Mohali Commercial Complex cum Convention Centre, Amritsar Commercial Complex cum Convention Centre, Ludhiana Commercial Complex cum Exhibition Centre and Ludhiana Recreation Centre / Club on PPP – DBFOT basis”

Response to Pre-bid Queries for “Development of Mohali Commercial Complex cum Convention Centre, Amritsar Commercial Complex cum Convention Centre, Ludhiana Commercial Complex cum Exhibition Centre and Ludhiana Recreation Centre / Club on PPP – DBFOT basis”

A pre-bid conference was held for the Development of various projects in Punjab on PPP – DBFOT basis:

1. Mohali Commercial Complex cum Convention Centre
2. Amritsar Commercial Complex cum Convention Centre
3. Ludhiana Commercial Complex cum Exhibition Centre
4. Ludhiana Recreation Centre / Club

The pre-bid conference was held at 16:00 hrs on 08th April 2019 at the Conference Room, Department of Housing & Urban Development, PUDA Bhawan, SAS Nagar (Mohali). The following response is provided to the queries received from various industry representatives and potential bidders.

	Queries / Comments	Response	Recommended Changes in Bid Document & Justification
1	Please clarify whether events to be hosted at the planned convention / exhibition centres would need to be routed for approvals through GMADA / GLADA / ADA for Mohali / Ludhiana / Amritsar projects respectively.	No. The concessionaire shall be free to host events without seeking prior approvals from the respective authority.	No Change.
2	Please clarify whether the events held by the government would be non-chargeable and whether such events would be split between the Governments of Punjab and Haryana.	No such provision is envisaged. The concessionaire shall be free to charge for all events hosted at the Convention Centre / Exhibition Centre as per commercial negotiations with the hosting party(ies) directly.	No Change.
3	Please clarify whether the developer can get occupancy certificate for Mandatory Facilities and Optional Real Estate separately.	Yes. <i>For details, please refer to Article 14 of the Draft Concession Agreement.</i>	No Change.
4	Please allow payment of Upfront Premium post construction period or in annual equal instalments over 5 years.	The request may be approved to reduce upfront equity funding requirement of the developers.	Upfront Premium shall be payable in two instalments: <ul style="list-style-type: none"> • Instalment 1 – 50%; payable simultaneous to signing of the Concession Agreement • Instalment 2 – 50%; payable on or before the Appointed Date <i>Please refer to the Corrigendum.</i>

Response to Pre-bid Queries for “Development of Mohali Commercial Complex cum Convention Centre, Amritsar Commercial Complex cum Convention Centre, Ludhiana Commercial Complex cum Exhibition Centre and Ludhiana Recreation Centre / Club on PPP – DBFOT basis”

	Queries / Comments	Response	Recommended Changes in Bid Document & Justification
5	Please clarify whether the developer shall be allowed to change the site plan.	Yes. Provided that the revised site plan conforms to provisions of the Concession Agreement and the building bye-laws.	No Change.
6	Please allow residential development as part of Optional Real Estate Development.	Residential development is not allowed.	No Change.
7	Please clarify whether area for use as Banquet / Commercial / Retail / Entertainment / Recreational / Serviced Apartments is capped.	No. The concessionaire shall be free to utilize and configure the residual FSI Area, remaining after development of Mandatory Development Obligations, at his sole discretion, subject to the provisions of the Concession Agreement and the building bye-laws.	No Change.
8	Please clarify whether Optional Real Estate is to be developed within permitted FSI area.	Yes	No Change.
9	Please clarify whether extra FSI is permissible on chargeable basis.	No	No Change.
10	Please extend bid due date from 8 th May 2019, by a month till after Code of Conduct.	Bid Due Date has been revised. <i>Please refer to the Corrigendum.</i>	Bid Due Date shall be revised to Friday, 14 th June 2019.
11	Please change the revenue model from upfront premium to Revenue Share, given that the project feasibility is dependent on a flourishing commercial / social infrastructure in the region, which does not exist right now; and hence revenue share model would ease the pressure on the incoming concessionaire.	Not Accepted.	No Change.
12	Please separate the project into two parts, i.e. Hotel component to be offered separately to one party and the Convention Centre & Optional Real Estate to be offered separately to another party.	Separation of the project is not accepted. However, it is clarified that the concessionaire may sub-lease any portion of the developed Project Facilities to third-parties, as they deem fit.	No Change.

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	Queries / Comments	Response	Recommended Changes in Bid Document & Justification
13	<p>We request you to share the following to enable prospective bidders to analyse the opportunity holistically:</p> <ol style="list-style-type: none"> 1. Market Analysis / Feasibility Study for the development and its components such as Convention Centre, Hotel, Exhibition centre, Retail etc. 2. Any Financial feasibility indicating financial assumptions, project returns etc. 	<p>The Bidders are requested to undertake their own diligence of the project market demand and feasibility.</p>	<p>No Change.</p>
14	<p>Section-1: ITB Clause 3.2.4: Minimum Eligibility Criteria</p> <p>Parameters set in for ‘Technical Capacity – 1’ may be considered for omission for Real Estate Developers as a technically and financially competent organisation can manage required expertise to operate this facility.</p>	<p>The request may be considered.</p> <p>Hospitality & MICE operators typically do not invest in projects and prefer to participate purely as a fee-based operator / management partner for the project owner.</p> <p>Considering that both development as well as O&M experience is crucial, it is recommended to allow Bidders to bring hospitality operators as non-investing Operating Partners, who do not have to be a part of the Bidder Consortium. The Bidder may use O&M experience of the Operating Partner by signing a binding MoU with them.</p> <p>Further, in order to ensure participation of serious bidders, the following is proposed:</p> <ul style="list-style-type: none"> • Such Operating Partner shall have a lock-in period till COD+2 years, after which the Concessionaire may change the Operating Partner. • The Bidders who use credentials of an Operating Partner for the purpose of Technical Capacity-1, shall be required to give an additional Performance 	<p>The provisions of Technical Capacity-1 have been modified.</p> <p><i>Please refer to the Corrigendum.</i></p>

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	Queries / Comments	Response	Recommended Changes in Bid Document & Justification
		Security (“Operator Performance Security”) for the duration of lock-in period. Value of Operator Performance Security may be equivalent to 20% of the Performance Security applicable after COD.	
15	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii): Technical Capacity 2B, Minimum Eligibility Criteria</p> <p>For category 4 projects, please clarify whether –</p> <p>i) A project valuing under threshold size (say, Rs 100 Cr. in case Ludhiana Exhibition Centre) will be considered as an eligible project. If not, kindly consider reducing the threshold project size.</p> <p>ii) Completed/ Partial completed/ Ongoing projects would qualify</p> <p>iii) The cumulative value of Category 3 and Category 4 projects may be used as equivalent to technical capacity.</p>	<p>The request may be considered to allow wider participation across the projects.</p> <p>Modification in definition of Eligible Projects under Category 3 and 4 - Cost of each eligible project may be reduced as below:</p> <ul style="list-style-type: none"> • Mohali CC: INR 125 crore • Amritsar CC: INR 100 crore • Ludhiana EC: INR 60 crore • Ludhiana Club: INR 25 crore 	<p>i) Technical Capacity 2B has been modified. <i>Please refer to the Corrigendum.</i></p> <p>ii) Yes. Ongoing and partially completed projects would qualify, provided that the payments made / received for the project, over past 7 financial years preceding the Bid Due Date, is as provided for Category 4 Eligible Projects.</p> <p>iii) Yes, provided that each of the Eligible Projects individually satisfies conditions as given for a Category 3 or Category 4 Eligible Project, as the case may be.</p>
16	Please extend the tenure of concession period to 99 years because 60 years would not be enough for hospitality industry to boom in a new development.	Not Accepted.	No Change.
17	Please extend the construction period of Mandatory Facilities from 30 months to 5 years.	The request may be considered as the CC projects would require more time to complete design and procure key pre-construction clearances given their larger size and complexity.	<p>Construction Period of Mandatory Facilities has been revised.</p> <p><i>Please refer to the Corrigendum.</i></p>

Response to Pre-bid Queries for “Development of Mohali Commercial Complex cum Convention Centre, Amritsar Commercial Complex cum Convention Centre, Ludhiana Commercial Complex cum Exhibition Centre and Ludhiana Recreation Centre / Club on PPP – DBFOT basis”

	Queries / Comments	Response	Recommended Changes in Bid Document & Justification
		<p><u>Recommended Change</u></p> <p>The construction period of Mandatory Facilities may be revised from 30 months to:</p> <p>i) 36 months from receipt of Building Plan Approval, or ii) 42 months from Appointed Date, whichever is earlier.</p>	
18	Please clarify whether the escalation of 5% is applied to Lease Rental or Royalty.	<p>Escalation of 5% p.a., on a compounded basis, shall be applicable to both Lease Rental and Royalty.</p> <p><i>For details, please refer to Article 19 of the Draft Concession Agreement.</i></p>	No Change.
19	Please reduce the reserve price for the Bid Variable.	Not Accepted	No Change.
20	Please extend the construction period of Mandatory Facilities from 30 months to 5 years.	Refer Point 17 above.	Refer Point 17 above.
21	Please extend the tenure of concession period to 99 years because 60 years would not be enough for hospitality industry to boom in a new development.	Not Accepted.	No Change.
22	Please clarify whether the escalation of 5% is applied to Lease Rental or Royalty.	<p>Escalation of 5% p.a., on a compounded basis, shall be applicable to both Lease Rental and the rate of Royalty.</p> <p><i>For details, please refer to Article 19 of the Draft Concession Agreement.</i></p>	No Change.
23	The project is not feasible while considering current market conditions and does not give adequate return on investment. Please reduce the upfront premium and	Not Accepted.	No Change

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	Queries / Comments	Response	Recommended Changes in Bid Document & Justification
	reserve price of ACF to make it attractive for the private sector.		
24	Please clarify whether the escalation of 5% is applied to Lease Rental or ACF.	Escalation of 5% p.a., on a compounded basis, shall be applicable to both Lease Rental and the ACF. <i>For details, please refer to Article 19 of the Draft Concession Agreement.</i>	No Change.
25	Please clarify whether simple rate of interest is applicable on annual increment of 5% on Fixed Leased Rental and Annual Concession Fee.	<i>For details, please refer to Article 19 of the Draft Concession Agreement.</i>	No Change.
26	For the sake of clarity, it is understood that Sr.no. 02 of clause 3.2.4(b) (II) of Instructions to Bidders (ITB) for Technical Capacity eligibility criteria applies for Real Estate Developers developing their approved projects.	Yes.	No Change.
27	Whether any enactment will be issued requiring holding of exhibitions in the authorized exhibition centre being developed.	No.	No Change.
28	The revenue potential of the project is not adequate to justify the high upfront premium and ACF. Please consider reducing the pay-outs to make the project feasible.	Not Accepted.	No Change.

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CORRIGENDUM

for “Development of Mohali Commercial Complex cum Convention Centre, Amritsar Commercial Complex cum Convention Centre, Ludhiana Commercial Complex cum Exhibition Centre and Ludhiana Recreation Centre / Club on PPP – DBFOT basis”

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	Existing Clause	Revised Clause
Common Changes Applicable to All Projects		
1	<p>Section 1 – ITB Clause 1.2: Schedule of Bidding</p> <p>ONLINE Submission:3:00 pm on Wed, 8th May 2019 HARD-COPY / PHYSICAL Submission:3:00 pm on Wed, 8th May 2019 Opening of Technical Proposal – Wed, 8th May 2019</p>	<p>Bid Due Date is revised as below:</p> <p>ONLINE Submission: 3:00 pm on Fri, 14th June 2019 HARD-COPY / PHYSICAL Submission: 3:00 pm on Fri, 14th June 2019 Opening of Technical Proposal: 4:00 pm on Fri, 14th June 2019</p>
2	<p>Section 1 – ITB Clause 2.4.1 a. & Section 2 – DCA Article 19.2</p> <p>Upfront Premium shall be payable simultaneous to the signing of the Concession Agreement.</p>	<p>Upfront Premium shall be payable in two instalments:</p> <ul style="list-style-type: none"> • Instalment 1 – 50%; payable simultaneous to signing of the Concession Agreement • Instalment 2 – 50%; payable on or before the Appointed Date
Mohali Commercial Complex cum Convention Centre		
3	<p>Section-1: ITB Summary; Point 10: Construction Period</p> <p>AND</p> <p>Section-2: Draft Concession Agreement Clause 12.4.3: Completion of Mandatory Development Obligations</p> <p>Construction Period of Mandatory Development Obligations: 30 months from Appointed Date</p>	<p>Section-1: ITB Summary; Point 10: Construction Period</p> <p>AND</p> <p>Section-2: Draft Concession Agreement Clause 12.4.3: Completion of Mandatory Development Obligations</p> <p>The construction period of Mandatory Facilities would be:</p> <ol style="list-style-type: none"> 1) 36 months from receipt of Building Plan Approval, or 2) 42 months from Appointed Date, <p>whichever is earlier.</p>

	Existing Clause	Revised Clause
4	<p>Section-1: ITB Clause 3.2.4(A)(a) – Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ul style="list-style-type: none"> i. Minimum 400 keys in aggregate across 4 star / 5 star hotel(s) <p>AND/ OR</p> <ul style="list-style-type: none"> ii. Minimum 2,000 pax in aggregate across convention centre(s) / banquet hall(s). 	<p>Section-1: ITB Clause 3.2.4(A)(a) – Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ul style="list-style-type: none"> i. Minimum 400 keys in aggregate across 4 star / 5 star hotel(s) <p>AND/ OR</p> <ul style="list-style-type: none"> ii. Minimum 2,000 pax in aggregate across convention centre(s) / banquet hall(s). <p>Note 1: Only for the purpose of meeting Technical Capacity 1, the Bidder may use credentials of a non-investing Operating Partner, where the following shall apply:</p> <ul style="list-style-type: none"> i. The Operating Partner shall not be a Member of the Consortium. ii. The Operating Partner shall not be an Operating Partner for any other Bidder. iii. The Bidder shall be required to enter into an exclusive and binding Memorandum of Understanding (MoU) with the Operating Partner, showing in-principle intent and agreement to operate the convention centre and/or hotel, as the case may be. iv. The Operating Partner shall be required to operate the convention centre and/or hotel, till at least COD+2 years (“Operator Lock-in Period”). v. The Concessionaire shall not be allowed to change the Operating Partner during the Operator Lock-in Period, without explicit prior approval of the Authority. After the expiry of the Operator Lock-in Period, the Concessionaire shall be free to select a new Operating Partner at his discretion.

	Existing Clause	Revised Clause
		<p>Note 2: In case the Selected Bidder has used credentials of an Operating Partner to meet the Technical Capacity-1, he shall be required to furnish an additional performance security of value INR 2 crore (Rupees Two Crore), in the form of a bank guarantee, to be valid from the date of signing of Concession Agreement till the expiry of Operator Lock-in Period.</p>
5	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ol style="list-style-type: none"> 1. Developed / paid for development of Eligible projects under Category 3 2. Paid for, or received payments for construction of Eligible Project(s) under Category 4 <p>such that the sum total of the above is more than INR 800 crore (Indian rupees Eight Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. INR 200 crore • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. INR 200 crore <p>Where: Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ol style="list-style-type: none"> 1. Developed / paid for development of Eligible projects under Category 3 <u>AND / OR</u> 2. Paid for, or received payments for construction of Eligible Project(s) under Category 4 <p>such that the sum total of the above is more than INR 800 crore (Indian rupees Eight Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. <u>INR 125 crore</u> • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. <u>INR 125 crore</u> <p>Where: Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>

	Existing Clause	Revised Clause
Amritsar Commercial Complex cum Convention Centre		
6	<p>Section-1: ITB Summary; Point 10: Construction Period</p> <p>AND</p> <p>Section-2: Draft Concession Agreement Clause 12.4.3: Completion of Mandatory Development Obligations</p> <p>Construction Period of Mandatory Development Obligations: 30 months from Appointed Date</p>	<p>Section-1: ITB Summary; Point 10: Construction Period</p> <p>AND</p> <p>Section-2: Draft Concession Agreement Clause 12.4.3: Completion of Mandatory Development Obligations</p> <p>The construction period of Mandatory Facilities would be:</p> <ol style="list-style-type: none"> 1) 36 months from receipt of Building Plan Approval, or 2) 42 months from Appointed Date, <p>whichever is earlier.</p>
7	<p>Section-1: ITB Clause 3.2.4(A)(a) – Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ol style="list-style-type: none"> i. Minimum 200 keys in aggregate across 4 star / 5 star hotel(s) <p>AND/ OR</p> <ol style="list-style-type: none"> ii. Minimum 2,000 pax in aggregate across convention centre(s) / banquet hall(s). 	<p>Section-1: ITB Clause 3.2.4(A)(a) – Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ol style="list-style-type: none"> i. Minimum 200 keys in aggregate across 4 star / 5 star hotel(s) <p>AND/ OR</p> <ol style="list-style-type: none"> ii. Minimum 2,000 pax in aggregate across convention centre(s) / banquet hall(s). <p>Note 1: Only for the purpose of meeting Technical Capacity 1, the Bidder may use credentials of a non-investing Operating Partner, where the following shall apply:</p> <ol style="list-style-type: none"> i. The Operating Partner shall not be a Member of the Consortium. ii. The Operating Partner shall not be an Operating Partner for any other

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	Existing Clause	Revised Clause
		<p>Bidder.</p> <p>iii. The Bidder shall be required to enter into an exclusive and binding Memorandum of Understanding (MoU) with the Operating Partner, showing in-principle intent and agreement to operate the convention centre and/or hotel, as the case may be.</p> <p>iv. The Operating Partner shall be required to operate the convention centre and/or hotel, till at least COD+2 years (“Operator Lock-in Period”).</p> <p>v. The Concessionaire shall not be allowed to change the Operating Partner during the Operator Lock-in Period, without explicit prior approval of the Authority.</p> <p>vi. After the expiry of the Operator Lock-in Period, the Concessionaire shall be free to select a new Operating Partner at his discretion.</p> <p>Note 2: In case the Selected Bidder has used credentials of an Operating Partner to meet the Technical Capacity-1, he shall be required to furnish an additional performance security of value INR 1.2 crore (Rupees One Crore Twenty Lakh), in the form of a bank guarantee, to be valid from the date of signing of Concession Agreement till the expiry of Operator Lock-in Period.</p>
8	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ol style="list-style-type: none"> 1. Developed / paid for development of Eligible projects under Category 3 2. Paid for, or received payments for construction of Eligible Project(s) under Category 4 	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ol style="list-style-type: none"> 1. Developed / paid for development of Eligible projects under Category 3 <u>AND / OR</u> 2. Paid for, or received payments for construction of Eligible Project(s) under Category 4

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	Existing Clause	Revised Clause
	<p>such that the sum total of the above is more than INR 500 crore (Indian rupees Five Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. INR 150 crore • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. INR 150 crore <p>Where: Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>	<p>such that the sum total of the above is more than INR 500 crore (Indian rupees Five Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. <u>INR 100 crore</u> • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. <u>INR 100 crore</u> <p>Where: Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>
Ludhiana Commercial Complex cum Exhibition Centre		
9	<p>Section-1: ITB Clause 3.2.4(A)(a) Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ol style="list-style-type: none"> i. Minimum 2,000 pax in aggregate across banquet space(s) / convention centre(s) <p style="text-align: center;">AND/ OR</p> <ol style="list-style-type: none"> ii. Minimum 10,000 sq m in aggregate across exhibition space(s) 	<p>Section-1: ITB Clause 3.2.4(A)(a) Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ol style="list-style-type: none"> i. Minimum 2,000 pax in aggregate across banquet space(s) / convention centre(s) <p style="text-align: center;">AND/ OR</p> <ol style="list-style-type: none"> ii. Minimum 10,000 sq m in aggregate across exhibition space(s) <p>Note 1: Only for the purpose of meeting Technical Capacity 1, the Bidder may use credentials of a non-investing Operating Partner, where the following shall apply:</p>

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	Existing Clause	Revised Clause
		<ul style="list-style-type: none"> i. The Operating Partner shall not be a Member of the Consortium. ii. The Operating Partner shall not be an Operating Partner for any other Bidder. iii. The Bidder shall be required to enter into an exclusive and binding Memorandum of Understanding (MoU) with the Operating Partner, showing in-principle intent and agreement to operate the exhibitioncentre. iv. The Operating Partner shall be required to operate the exhibition centre, till at least COD+2 years (“Operator Lock-in Period”). v. The Concessionaire shall not be allowed to change the Operating Partner during the Operator Lock-in Period, without explicit prior approval of the Authority. vi. After the expiry of the Operator Lock-in Period, the Concessionaire shall be free to select a new Operating Partner at his discretion. <p>Note 2: In case the Selected Bidder has used credentials of an Operating Partner to meet the Technical Capacity-1, he shall be required to furnish an additional performance security of value INR 40 Lakh (Rupees Forty Lakh), in the form of a bank guarantee, to be valid from the date of signing of Concession Agreement till the expiry of Operator Lock-in Period.</p>
10	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ul style="list-style-type: none"> 1. Developed / paid for development of Eligible projects under Category 3 2. Paid for, or received payments for construction of Eligible Project(s) 	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ul style="list-style-type: none"> 1. Developed / paid for development of Eligible projects under Category 3 AND / OR 2. Paid for, or received payments for construction of Eligible Project(s)

	Existing Clause	Revised Clause
	<p>under Category 4</p> <p>such that the sum total of the above is more than INR 200 crore (Indian rupees Two Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. INR 100 crore • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. INR 100 crore <p>Where:</p> <p>Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>	<p>under Category 4</p> <p>such that the sum total of the above is more than INR 200 crore (Indian rupees Two Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. <u>INR 60 crore</u> • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. <u>INR 60 crore</u> <p>Where:</p> <p>Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>
Ludhiana Recreation Centre / Club		
11	<p>Section-1: ITB</p> <p>Clause 3.2.4(A)(a) – Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ul style="list-style-type: none"> i. Minimum 50,000 sq ft of club / recreation space / entertainment centre / gymnasium AND/OR ii. Minimum 50 pax in aggregate of 3 star / 4 star / 5 star hotel 	<p>Section-1: ITB</p> <p>Clause 3.2.4(A)(a) – Technical Capacity 1</p> <p>The Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have completed development of and / or operated & maintained for a continuous period of 3 years:</p> <ul style="list-style-type: none"> i. Minimum 50,000 sq ft of club / recreation space / entertainment centre / gymnasium AND/OR ii. Minimum 50 pax in aggregate of 3 star / 4 star / 5 star hotel <p>Note 1:</p> <p>Only for the purpose of meeting Technical Capacity 1, the Bidder may use credentials of a non-investing Operating Partner, where the following shall apply:</p>

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	Existing Clause	Revised Clause
		<ul style="list-style-type: none"> i. The Operating Partner shall not be a Member of the Consortium. ii. The Operating Partner shall not be an Operating Partner for any other Bidder. iii. The Bidder shall be required to enter into an exclusive and binding Memorandum of Understanding (MoU) with the Operating Partner, showing in-principle intent and agreement to operate the club and/or club rooms, as the case may be. iv. The Operating Partner shall be required to operate the club and/or club rooms, till at least COD+2 years (“Operator Lock-in Period”). v. The Concessionaire shall not be allowed to change the Operating Partner during the Operator Lock-in Period, without explicit prior approval of the Authority. vi. After the expiry of the Operator Lock-in Period, the Concessionaire shall be free to select a new Operating Partner at his discretion. <p>Note 2: In case the Selected Bidder has used credentials of an Operating Partner to meet the Technical Capacity-1, he shall be required to furnish an additional performance security of value INR 20 Lakh (Rupees Twenty Lakh), in the form of a bank guarantee, to be valid from the date of signing of Concession Agreement till the expiry of Operator Lock-in Period.</p>
12	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ul style="list-style-type: none"> 3. Developed / paid for development of Eligible projects under Category 3 4. Paid for, or received payments for construction of Eligible Project(s) 	<p>Section-1: ITB Clause 3.2.4(A)(b)(ii) Technical Capacity 2B</p> <p>Technical Capacity 2B: The Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:</p> <ul style="list-style-type: none"> 3. Developed / paid for development of Eligible projects under Category 3 AND / OR 4. Paid for, or received payments for construction of Eligible Project(s)

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	Existing Clause	Revised Clause
	<p>under Category 4</p> <p>such that the sum total of the above is more than INR 80 crore (Indian rupees Two Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. INR 40 crore • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. INR 40 crore <p>Where:</p> <p>Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>	<p>under Category 4</p> <p>such that the sum total of the above is more than INR 80 crore (Indian rupees Two Hundred Crores).</p> <p>Where,</p> <ul style="list-style-type: none"> • Category 3 – PPP projects in Core Sector with project cost of min. <u>INR 25 crore</u> • Category 4 – EPC / Turnkey Construction projects in Core Sector with payments / receipts of min. <u>INR 25 crore</u> <p>Where:</p> <p>Core Sector projects would include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.</p>