

**Clarifications to the queries / Addendum to RFP document**

**Please Note: In case of any difference/ variation in the provisions of the RFP / Addendum(s) from the clarifications issued to the Pre-Bid Queries, the Provisions of the RFP/ Addendum(s) shall prevail. The Reply to Pre- bid queries shall in no way change the Provision of the RFP / Addendum(s)**

S.No	Clause	Query provided by bidders	Response
1.	Volume I, Request for Proposal (RFP), Page 8 of 98, S.No. 10, Annual Concession Fees		<p>Annual Concession Fees shall be payable, on completion of [90 (ninety) days or 3 (three) months] from Appointed Date or on attaining Commercial Operations Date, whichever is earlier</p> <p>The Annual Concession Fees shall first be calculated as higher of the below mentioned points.....</p>
2.	Volume I, RFP, Page 22 of 98, S.No26,		The validity period of the Bid Security, shall not be less than <b>240 (two hundred and forty) days</b> from the Bid Due Date.
3.	Volume I, RFP, Page 24 of 98, Clause 1.1.3, RFP	Regarding SPV	The mode of bidding, either as an individual entity or as a consortium, has been explained in the RFP. The bidders have to take a call as to which mode suits them best.
4.	Volume I, RFP, Page 24 of 98, Clause 1.1.4	Conceptualisation, planning, designing, landscaping and detailing of Project Facility.- Landscaping cannot come under concessionaire's scope of work.	<p>The Authority is already doing restoration, conservation, landscaping at the Project Site. For which, DPR's are uploaded at the below mentioned website:</p> <p><a href="http://www.pidb.org">www.pidb.org</a></p> <p>It may also be collected from below mentioned nodal person:</p> <p><b>Ms. Ridhi Bhatia</b></p> <p>Manger (Commercial Ventures)</p> <p>Punjab Heritage and Tourism Promotion Board (PHTPB)</p> <p><b>Office Address</b></p> <p>Plot No – 3, Room No – 19, Sector – 38</p>

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			<p>A</p> <p>Chandigarh</p> <p>Any additional landscaping/work required by the Concessionaire shall be done by the Concessionaire at its own costs.</p> <p>However the Concessionaire shall take prior approval from the Authority, for doing any alterations/ additions to the existing structures/landscape etc.</p> <p>For any reason attributable to the Concessionaire, any structure/ landscaping etc is damaged, the cost of restoring it to its original form shall be borne by the Concessionaire. i.e the form in which the structure was handed over to the Concessionaire by the Authority</p> <p>Note: For landscaping, Any removal/cutting of trees should be carried out in consultation and approval of Authority. For clarity purpose, any issue related to Environment should be brought in notice of Authority</p>
5.	Volume I, RFP, Page 24 of 98, Clause 1.1.4	As built drawings/ Good for Construction drawings needed - To plan our actual operations and on Ground modifications, we will need the drawings and DPRs	Same as above
6.	Volume I, RFP, Page 26 of 98, Clause 1.2.2 (i)	The Technical Bid to be uploaded by Bidders shall comprise of  (i) the Technical and Financial Capability documents and other requirements like  Power of Attorney, Joint Bidding Agreement, undertakings etc., and....	The Technical Bid to be uploaded by Bidders shall comprise of  (i) the Technical and Financial Capability documents, <b>draft Presentation, MoU's with technology partners</b> and other requirements like Power of Attorney, Joint Bidding Agreement, undertakings etc., and....

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7.	Volume I, RFP, Page 26 of 98, Clause 1.2.5	Each Bidder is required to deposit, along with its Bid, a Bid Security equivalent to Indian Rupees 35 (thirty five) lakhs only. The Bid Security shall be <b>paid online through e-portal</b> i.e. etender.punjabgovt.gov.in (the “Bid Security”)....	No change.  The Bid Security shall be <b>paid online through e-portal (through NEFT/ RTGS)</b> i.e. etender.punjabgovt.gov.in
8.	Volume II, Draft Concession Agreement (CA), Page 10 of 212, Article 3, 3.1.1 – Grant of Concession	The period is mentioned as 15 years	No change.
9.	Volume II, Page 66 of 212, Article 24.5 Minimum Investment Commitment	The RFP states that the Minimum Investment Commitment of the Concessionaire in the Project till COD should be Rs. 25 (twenty-five) crore.  This is not reasonable as Rs. 25 crores are a commitment of the <b>entire project</b> and cannot be spent within the first phase and specially not by the COD.	No change.
10.	Volume II, Draft CA, Page 68 of 212, Article 26 - Annual Concession Fee	As we understand the total fort area is to be handed over in a phased manner- the final phase is only completed in 2021. But the concessionaire is being charged upfront for the entire fort.	No change.
11.	Volume II, Draft CA, Page 68 of 212, Article 26, 26.1.1 - Annual Concession Fee	The concession fee as stated has an escalation of 10% <b>every year</b> of the absolute amount. Also the % in the gross revenue share is stated as 10 % (year 1&2), 12%(2, 4 year) and 15 %( balance period).  However there is also a cap put on the hike on the parking charging fee	No change.  For clarity purpose, any amount payable to the Concessioneing Authority is exclusive of any applicable taxes/duties/levies etc.

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		<p>chargeable as well as a cap on the hiking of the user fee.</p> <p>So while the revenue is only increasing by a maximum of Rs.5 per person every year, the concession fee at the end of 15<sup>th</sup> year is working out to a whopping 7.59 plus crores.</p> <p>This escalation of the concession fee is inconsistent with the escalation of the revenue.</p>	
12.	Volume II, Draft CA, Page 68 of 212, Article 26 - Annual Concession Fee	There is no mention of the <b>consequences of delays in handover of the other phases</b> even though the fee is increasing.	No change.
13.	Volume II, Draft CA, Page 68 of 212, Article 26.1.3 - Annual Concession Fee	There is no clarity if the Concessionaire, fee is liable for Service tax	Refer Article 26, 26.1.3, Page 68 of 212
14.	Volume II, Draft CA, Page 68 of 212, Article 26.1.3 - Annual Concession Fee	TDS clause is silent here	Please refer Article 26, 26.1.3, Page 68 of 212
15.	Volume II, Draft CA, Page 72 of 212, Article 27, 27.1.1, (iii) User Fee	The parking revenue is also the part of concessionaire's revenue? What about revenue from museums?	<p>Yes. The Concessionaire shall collect revenue from Parking Area.</p> <p>For clarity purpose, any revenue to be collected from Authority Area will be responsibility of Authority.</p> <p>Kindly refer Page 72 of 212, Article 27, 27.1.1, (iii) for clarity purpose.</p>

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16.	Volume II, Draft CA, Page 72 of 212, Article 27.1.3, User Fee	17% entertainment tax is liable in state oil Punjab	No change.
17.	Volume II, Draft CA, Page 72 of 212, Article 27.1.3, User Fee	A lot of equipment will be imported resulting in heavy taxes & duties	No change
18.	Volume II, Page 96 of 212, Article 37.3  Termination payment	The RFP states that the termination payment will happen within 270 days only	No change
19.	Volume II, Draft CA, Page 141 of 212, Schedule B, 2, I, (i), a, iv, Development of Project,	We have been to the site and realized that Aerial simulation is not a possibility as it needs very spacious rooms with a minimum of 70 to 80ft clear height.	No change.  The contents of the show should showcase rich cultural History of Punjab.
20.	Volume II, Draft CA, Page 141 of 212, Schedule B, 2, I, (i) a, v, Development of Project	What exactly is the requirement of 5 booths of Augmented reality?	The Concessionaire has right to choose or select content of Augmented Reality booths as per the theme of the Fort/ /History/culture of Punjab. The Authority's role shall be limited to only approval of content/theme of Augmented Reality booths.  For clarity purpose, the content/theme of the Entertainment Shows shall be as per the DPR approved by the Authority.
21.	Volume II, Draft CA, Page 141 of 212, Schedule B, 2, I, i, (e)  Development of Project	As it is a Public property, we would recommend if the concessionaire gets the security support by the govt	No change
22.	Volume II, Draft CA, Page 141 of 212,	There is mention of the concessionaire being responsible for all water	The Concessionaire shall facilitate provision of support facilities required by the Contractors.

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	Schedule B, 2, I, i, f, Development of Project, Page 141 of 212	and electricity. The RFP needs to clarify that all electricity/water/security required for renovation of different phases shall be the responsibility of the contractors of the renovation tenders and not be the responsibility of the concessionaire	However, any charges for the same shall be borne by Contractor.
23.	Volume II, Draft CA, Schedule B, Page 141 of 212, Schedule B, 2, I, i, f, Development of Project	Concessions on electricity bills	No change
24.	Volume II, Draft CA, Page 141 of 212, Schedule B, Schedule B, 2, I, i, j(ii), Development of Project, Page 141 of 212	RFP mentions that The Entry Tickets should have Tag bands	Agreed. The Entry Tickets should have Tag bands or any other item of similar nature.
25.	Volume II, Draft CA, Schedule B Development of Project	There is no mention of any outdoor events.	Exhibitions / Festivals may be allowed.  However it is clarified that banqueting/marriage ceremonies will not be allowed in any other area, except for Hotel Area.
26.	Volume II, Draft CA, Page 141 of 212, Schedule B, 2, I, (ii),i Development of Project, Page 141 of 212	Tented accommodation - Upon survey of the site, we found that there was no separate access to the area demarcated for the tented accommodations. This separate access we feel is very essential as the access to the outer area where the tented accommodations are proposed, is very tough and many families will be discouraged to use it <b>especially families</b>	In interest of the Project, it might be considered. Once the trucks/conservation stops in a section, paved paths might be created.  However, the Authority is not bound by it.

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		<b>with kids and old parents. Porter carrying bags, facilities, everything is difficult.</b>	
27.	Volume II, Draft CA, Page 142 of 212, Schedule B, 2 II, (ii),  Development of Project	The RFP mentions 10,000 sq. meters as parking and even specifies that the Concessionaire shall provide free parking to PHTPB employees.  This parking area <b>is far too small and allows only 80 cars</b> to be parked. In a place expecting a footfall of 2000 people a day, 80 cars only will lead to chaos/road rage/ mess/ nuisance on the roads	At present, only this parking is available. However, the Authority may consider implementing need based changes. For clarity purpose, it is not mandatory for Authority to accept the changes proposed by the Concessionaire.  The Concessionaire has to make its own arrangements for additional parking for visitors, if required.  In addition, the Concessionaire has to make necessary arrangements for transporting people from parking to the Project Site.
28.	Volume II, Draft CA, Page 142 of 212, Schedule B, II, (ii)  Development of Project,	Allotted parking area can only cater to 70 cars at a time - As per government's projection of 3000 people a day, this area is not enough to cater to them. Bigger parking space is a mandate.	As above
29.	Volume II, Draft CA, Page 142 of 212, Schedule B, 2, II, (iii),  Development of Project,	As indicated in the discussion, the Nalwa gate area is going to be run by the authorities as a handicraft area. This is we feel is a a)conflict of interest between the authority and the concessionaire-b) besides it will break the overall design concepts that needs to be worked out-	No change
30.	Volume II, Draft CA, Page 142 of 212, Schedule B, 2, II, (iii)  Development of Project	The office area in the parking area - Currently this fairly large office area is proposed as being used only by the authorities.	No change

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31.	Volume II, Draft CA, Schedule B  Development of Project	There is no mention of the marketing support	The Authority shall provide necessary assistance.  However, the Authority is not bound/liable for it  For clarity purpose, the Concessionaire shall be solely responsible for marketing of the Project.
32.	Volume II, Draft CA, Schedule B  Development of Project	Govt trucks and labors should not be obstruct movement for phase 2 construction. 2nd access road is needed.	Point Noted.  The Authority will endeavor to facilitate, movement of trucks before commencement of Operations Period of the Project. Only in special cases/situations, the movement of truck shall happen during the Operations Period of the Project.  However, it is not possible to curtail movement of labors. It shall be on need basis.
33.	Volume II, Draft CA, Schedule B  Development of Project	There is no other approach road, how are we supposed to have emergency exit?	At present, there is no other approach road.  However, Authority has taken up the matter with concerned Authority for an alternative approach road.
34.		Details of content of existing shows & projects in Punjab needed.	The Authority will provide assistance to the Concessionaire for collection/compilation of data.  However, it will be prime responsibility of the Concessionaire for collection and compilation of data.