Addendum and Clarification to the Queries raised by the potential bidders during the Pre-bid meeting held on 23rd March, 2018

As per the schedule in NIB issued for selection of Concessionaire for Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur, a Pre-Bid Meeting was held on 23rd March, 2018 at 03:00 PM at Parivahan Bhawan, Jaipur, under the Chairmanship of Secretary, RSBTDA.

A brief on the contents of RFP was presented before the bidders. Bidders were then asked to put their queries on the RFP document. A list of participants is attached at Annexure-A. The proceedings of the Pre Bid Meeting are as under:

PART A : ADDENDUM TO RFP DOCUMENT:

Following amendments are hereby made in the RFP document:

Amendment 1: In Vol. I – Bid Data Sheet – Sr. No. 13 : Nature of Bidder

At Sr. no. 13 under the column ‘Details’ the following words

“Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956/2013”.

shall stand replaced by the words as under:

“Single entity or group of entities shall mean to include Company/group of companies registered under the Companies Act, 1956/2013 OR a partnership firm registered under Indian Partnership Act, 1932 OR Proprietorship firms duly recognized by competent Authority/Body”.

Amendment 2: Vol. I – Bid Data Sheet – Sr. No. 16: Payments to be made by the preferred bidder/Concessionaire (i) Upfront Amount (& Vol. II - Clause 10.5 – Payment to RSBTDA a Upfront amount)

At Sr. no. 16 (i) under Column ‘Details’ the words as under:

“Upfront Amount: A payment of non-refundable Upfront Amount of Rs. 4.00 crores through Banker’s Cheque/Bank Draft to the “Secretary, Rajasthan State Bus Terminal Development Authority Jaipur”, payable at Jaipur after issue of LoA but before signing of Concession Agreement.”

shall stand replaced by the words as under:

“Upfront Amount: A payment of non-refundable Upfront Amount of Rs. 4.00 crores shall be payable after issue of LoA but before signing of Concession Agreement. However, in case Preferred Bidder/Concessionaire submits broad layout plan within 15 days of issue of LOA for acceptance, a sum of Rs. 1.00 crore Upfront Amount shall be payable before submission of broad layout plan, and remaining sum of Rs. 3.00 crores Upfront Amount shall be payable within 15 days of acceptance of broad layout plan by RSBTDA but before signing of Concession Agreement.”

Amendment 3: Following words shall be added at the end of Schedule XIV of Vol II

“An updated copy of Project Site Plan shall be part of this annexure.”
Amendment 4: In Article 4 of Vol. II in sub clause 4.3, the word “Concessionaire” shall stand replaced by the word “Authority”.

Amendment 5: In Article 8 of Vol. II in the list of functions/products not permitted for development, the item appearing at 7th bullet point “Hospitals or health centers” shall stand deleted.

Amendment 6: Sr. No. 6 in Table 1 of Schedule I (Article 20) the figure of 9791 shall be read as 10791

Amendment 7: Vol. I – Bid Data Sheet – Sr. No. 10: General Building Bye Laws

At Sr. No. 10 under the column ‘Details’, the following words

Building Bye Laws applicable to the site are as follows:

(i) Maximum Ground Coverage: 35 (thirty five) percent.

(ii) Permissible FAR: 1.33;

2.25 maximum on additional payment as per prescribed charges by the Preferred Bidder

(iii) Permissible Building Height: As per JDA/NHA/Airport/any other applicable norms

(iv) Parking: Sufficient parking area is to be provided to accommodate number of ECS as indicated in Schedule—I for Users of Bus Terminal Facilities. For Commercial Complex, parking shall be as per applicable building bye laws.

Shall stand replaced by the words as under:

(i) Maximum Ground Coverage: 40 (forty) percent.

(ii) Permissible BAR: 2.00;

As per Unified Building Bye Laws, 2017, Clause 8.2.5, norms for special category projects such as Bus stand, would be determined on recommendations made by Expert Committee appointed by State Government.

(iii) Permissible Building Height: As per UDD/JDA/NHA/Airport/any other applicable norms

(iv) Parking: Sufficient parking area is to be provided to accommodate number of ECS as indicated in Schedule—I for Users of Bus Terminal Facilities. For Commercial Complex, parking shall be as per applicable building bye laws.

Amendment 8: In Invitation to Bids, following dates have been revised:

- Access to Bidding Document (End Date) has been revised to 25.04.2018 at 2:00 PM
- Bid Due Date (last date for online submission of Bid) has been revised to 3:00 PM on 25.04.2018
- Last Date for submission of bank drafts towards cost of Bid document, RISL processing fee and original document for Bid security has been revised to 3:00 PM on 26.04.2018
- Date for opening of Technical Bids has been revised to 4:00 PM on 26.04.2018

Note:

The Addendum at Part A above shall be duly signed by the participating Bidder and shall be part of the RFP.
All the changes made through this Addendum/Corrigendum shall be applicable not only to the respective specific clauses but shall be applicable, mutatis mutandis, throughout entire bid document & draft Concession Agreement.

PART B:
Response to Clarifications/queries raised by the Bidders

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause No.</th>
<th>Extract</th>
<th>Query</th>
<th>Clarification</th>
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<tbody>
<tr>
<td>1.</td>
<td>Vol. I - Bid Data Sheet - Point No. 16</td>
<td>Total Annual Premium - Escalated by 15% on compounding basis every 3 Years</td>
<td>It is requested for Total Annual Premium escalation should be 10% on regular basis every five years.</td>
<td>No change</td>
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<td>2.</td>
<td>Vol. I - Bid Data sheet – point no. 21.</td>
<td>O&amp;M performance security - Escalation 15% on Compounding basis every 3 yrs.</td>
<td>It is requested that O&amp;M Escalation should be 10% on regular basis every 5 yrs</td>
<td>No change</td>
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<td>3.</td>
<td>Vol. II - Article 8 - 8.4 (d)</td>
<td>Annual Lease Rental shall be enhanced by 15% every subsequent block of 3 years.</td>
<td>It is requested for Annual Lease Rental shall be enhanced by 8% every subsequent block of 5 years.</td>
<td>No change</td>
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<td>4.</td>
<td>Vol. I – Bid data sheet – Point no. 13 : Nature of Bidder</td>
<td>Single Entity Bidder/Lead member in case of Consortium shall be a Company registered under Companies Act 195/2013</td>
<td>It is requested to enable all kind of entities including natural person, individual bidder, proprietorship firm, etc. to participate as a single entity bidder/lead member in case of consortium</td>
<td>To enhance the competition, the issue has been considered. Reference is invited to Amendment at Sr No 1.</td>
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<td>5.</td>
<td>Vol. I – Bid Data sheet – Point no. 16 : Payments to be made by the Preferred Bidder/Concessionaire (i) Upfront Amount</td>
<td>(i) Upfront Amount: A payment of non-refundable Upfront Amount of Rs. 4.00 crores through Banker’s Cheque/Bank Draft to the “Secretary, Rajasthan State Bus Terminal Development Authority Jaipur”, payable at Jaipur after issue of LoA but before signing of Concession Agreement.</td>
<td>For Upfront Amount it is requested that 1 crore upfront amount will be payable between LOA and Concession Agreement and remaining 3 crore upfront amount will be payable within 21 days from finalization of Master Plan at RSBTDA level.</td>
<td>The issue has been re-considered by RSBTDA. Reference is invited to Amendment at Sr. no.2.</td>
</tr>
<tr>
<td>6.</td>
<td>Vol. II – Article 9.1 : Preparation of</td>
<td>Within 120 days of the date of execution of the agreement, Preliminary design and plan layout approval shall be reviewed by RSBTDA.</td>
<td>The issue has been considered. Concessionaire can</td>
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<td><strong>designs and drawings</strong></td>
<td><strong>Concessionaire shall prepare and submit the Designs and Drawings before signing of Concession Agreement, because change in design affects feasibility of project</strong></td>
<td>submit broad layout plan within 15 days after issue of LOA, subject to guidelines and regulations contained in RFP.</td>
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| **7. Vol. II – Article 3**  
**Condition Precedent for RSBTDA– 3.1 (e)** | Issued government orders or gazette notifications to ensure that the intercity buses including RSRTC’s, Lok Parivahan Seva and private operators' buses operating from Jaipur do make use of the Bus Terminal Facilities at Heerapura (approx. 1200 bus trips) for onward and inward journeys as per schedule finalized by the Authority subject to GoR policy in force from time to time. | The figure of 1200 bus trips as included shall remain unchanged. |
| **8. Vol. II – Article 35 – Schedule XIV** | Require Auto-Cad file of project site to know the exact shape and for better planning. If possible also provide setback norms applicable as per NHAI and JDA. | Scanned copy of Site drawing shall be part of RFP. Reference is invited to amendment at Sr No. 3 |
| **9. Vol. II – Draft Schedules –** | Available built up area to the Concessionaire on Ground floor (16291 – 9791) sqm = 6500 sqm | It is requested to give 7500 sqm built up area to the concessionaire on ground floor. It is mentioned as 5500 sqm. Request to provide permissible coverage on ground floor as 40%  
Essential facilities for BTF have been earmarked at ground floor. Remaining area as per prevailing regulations can be utilized by Concessionaire |
| **10. Vol-II – Article 8**  
**Commercial Facility – 8.2 (f)** | As per local building bye laws available FAR is 1.33. | As per the notification of Jaipur Development Authority (Jaipur Regional Building) Bye Laws 2010 issued by Jaipur Development Authority dated 19th February, 2010, the FAR available for Commercial |
then which FAR we should consider final and due to this is there any other change in terms of Concession Agreement. Also clarify that during the Concession Period if there is any addition to the FAR we can utilize the same upon payment to local authority or RSBTDA or both. And how the payment will be calculated.

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<td>11.</td>
<td>Vol. II – Article 33 – Schedule XII – 3.4</td>
<td>Clarification was desired on what happen in case of excess amount in Escrow account – how it can be used after during concession period and after completion of concession period</td>
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</table>

projects was 1.33 (Clause 8.2 of Jaipur Regional Building Bye Laws-2010). However, for special category projects like mixed land use (as per its enclosed list 1, which includes Bus stand), the norms would be determined by Building Plan Committee (Clause 8.6 of Jaipur Regional Building Bye Laws-2010).

Now, Urban Development & Housing Department, Government of Rajasthan, Jaipur in its notification Unified Building Bye Laws, 2017 issued vide no. F.18 (13) UDD/Jaipur/2018 dated October 24, 2017 wherein the concept of FAR (Floor Area Ratio) has been replaced by BAR (Built up Area Ratio).

As per revised Bye-laws the BAR applicable for Commercial & Institutional projects allowed is 2.00 (Clause 8.9.1 of Unified Building Bye Laws, 2017). However, for special category projects such as bus stand the norms would be determined by the Expert Committee appointed by State Government (Clause 8.2.5 of Unified Building Bye Laws, 2017).

Reference is invited to Amendment at Sr. no.7.
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<td>12.</td>
<td><strong>Applicability of GST</strong></td>
<td>Clarification was desired on applicability of GST on Annual premium, Succession fee and other payments made to RSBTDA/Advisor and the rate applicable.</td>
<td>Terms and conditions of RFP shall be applicable.</td>
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<tr>
<td>13.</td>
<td><strong>Vol. II – Article 8 – Commercial Facility</strong>&lt;br&gt;Not permitted for Development&lt;br&gt;1. Hospital and Health Center&lt;br&gt;2. Wholesale activity</td>
<td>The following functions / products are not permitted for development:&lt;br&gt;• Industrial activities&lt;br&gt;• Hostel&lt;br&gt;• “Warehousing” (except such warehousing facility which is incidental to the use of the Project)&lt;br&gt;• Wholesale Activity&lt;br&gt;• Car Service Garage&lt;br&gt;• Workshops&lt;br&gt;• Hospitals or health centers&lt;br&gt;• Other environmentally incompatible functions</td>
<td>It was requested to permit for development 1. Hospital and Health Center 2. Wholesale activity</td>
</tr>
<tr>
<td>14.</td>
<td><strong>Vol. II – Article 8 – Commercial Facility – 8.9</strong></td>
<td>The concessionaire shall furnish to RSBTDA a bank guarantee equal to 30% of the premia amount received by it from the lessee.</td>
<td>In view of RERA Act, applicability of this clause should be deleted.</td>
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<tr>
<td>15.</td>
<td><strong>Vol. I – Bid Data Sheet – Point no. 8</strong></td>
<td>Estimated Project Cost – Rs. 60.00 Crore for Bus Terminal Facilities</td>
<td>Clarification was desired on estimated cost of BTF and the SOR used.</td>
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<tr>
<td>Name</td>
<td>Email/ID</td>
<td>Contact</td>
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**Notes:**
- Please provide additional details as needed.
- Contact information may vary.
SITE PLAN OF LAND RESERVED FOR TRANSPORT SERVICES

SCHEME - WESTWAY HEIGHTS, (JDA SCHEME, JAIPUR)
VILLAGE - KESHOPURA, ASARPURA, BHANKROTA,
TEH.- SANGANER, JAIPUR

AREA - 46544.87 SQ.MTR.

PARAMETERS - TO BE DECIDED BY EXPERT COMMITTEE AS MENTIONED IN UNIFIED BUILDING
BYE-LAWS 2017 AT 8.2.5

ROAD 90 MT. WIDE

PLANTATION CORRIDOR - 30.00 MT. WIDE

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR