

Response to Pre Bid Queries

The following are the response received to the Queries received in the office of NRDA and of those received during the Pre-Bid Meeting held on 19th July 2011 in the Conference Hall of NRDA

S.No	Clarification sought by bidder	Reply of NRDA
1	What would be the criteria for evaluation of price bids?	Please refer to Clause 6.4.3 of RFP Volume I: Section I, Instructions to Bidder
2	Experience Criteria- Can the cost of fixed assets be included in the Project cost	No
3	Studies conducted by IL&FS, RITES and other agencies to be provided for reference	Study done by the Advisor was circulated along with RFP as "Project Information Memorandum". Necessary extract from RITES report related to rail siding is enclosed to this reply as part of Addendum 1 . However, these reports are for information purpose only. The bidder is required to verify them.
4	The railway siding to be developed in the Project Plan. In this case whether the selected bidder would have exclusive rights to it? Can the selected bidder enter into agreements with Private Container Train Operators for siding?	Please refer Section 6.6 of RFP Volume II: Section I, Draft Authorisation Agreement.
5	Is there any Master Plan developed for the Project? If yes, the same is to be shared. Whether the bidder has flexibility to modify it according to requirements? If yes, then what kind of approvals are required and how much time it will take	The bidder is required to prepare DPR as per Naya Raipur Development Plan - 2031 and as per terms and conditions of RFP subject to applicable permits and controls
6	Apart from the lease rental, will there be any additional revenue sharing with NRDA?	Please Refer to Section 8.4 of RFP Volume II: Section I, Draft Authorisation Agreement.
7	What are the regulations guiding fixing the tariffs for the developed facilities?	Please refer to Section 8.5 of RFP Volume II: Section I, Draft Authorisation Agreement
8	Time frame for developing ancillary facilities, a stage-wise break up is required	Please Refer Clause 5.2.7 of RFP Volume I: Section I, Instructions to Bidder
9	Time frame for getting all the necessary approvals from all the concerned departments -a) what kind of help can be expected from NRDA in this regard and b) one year is a short duration for taking approvals from Indian Railways for developing a rail siding.	Refer Amendment No. 1
10	Break Up of estimated Project cost is required	Estimated Project Cost is given in Project Information Memorandum. However this is for information purpose only.

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11	Details about applicable concessions/ subsidies regarding the Project	No concessions/ subsidies are given by NRDA.
12	List of approvals to be taken	Please refer Appendix 9 of RFP Volume II: Section II, Annex of Draft Authorisation Agreement.
13	Can the minimum development obligations be modified? A) Regarding time frame b) regarding the area depending upon our/ customer requirement c) what if in future, the requirement exceeds than the available land area?	No. Authority can not commit excess land area.
14	The RFP states that the progress of MDO and other ancillary facilities would be considered in value terms	The Project Progress in terms in intermediate milestones shall be measured in value terms separately for each component (cost of individual components)
15	Permission for revenue generation at the time of completion of independent facilities or the Project as whole	Please refer Section 6.2.4 of RFP Volume I: Section I, Instructions to Bidder
16	More input on ancillary facilities is required (only provisions are to be made or to be developed completely) a) regarding recreational facilities (up to what extent b. Budget Hotel c. Whether these facilities can be given to franchisees-if yes, then whether these franchisees be allowed to make changes as per their requirement	Please refer Clause 6.6 of RFP Volume I: Section I, Instructions to Bidder
	a) regarding recreational facilities upto what extent	
	b) Budget Hotel	
	c) Whether these facilities can be given to franchisees- if yes, then whether these franchisees are allowed to make changes as per their requirement?	
17	Whether the ancillary facilities be subleased	Please refer Clause 6.6 of RFP Volume I: Section I, Instructions to Bidder
18	There are various other facilities which are being carried out in logistics parks/ logistics hubs across the world; a. whether all these facilities are allowed in this Project, b) if not, then a list is required of all those facilities/ services which are not permissible under the scope of this project	Project is to be developed as per RFP terms and condition only
19	Utilisation of allotted land	Minimum development Obligations are mandatory to be developed in adherence to the RFP terms and conditions and applicable permits
	a) If the Project land goes underutilised due to lack of market requirement then, whether this land can be used for other revenue generation purposes?	
	b) Whether there would be provision for extension of Project land if requirement grows?	Please refer to response to Query 13.

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20	Under Clause 3.5.5 "Experience Criteria", the eligible Project towards meeting the pre-requisites needs to be completed within previous 5 financial years. It is requested that the Projects completed in previous 8 to 10 years may be considered for experience criteria	No
21	Maximum FSI, at least equivalent to what is permitted for the Central Business Zone should be allowed	No
22	Can a company bid for the LHUB, on the strength and credentials of its sister concern company, when the Promoters of both the companies are same and Control is common?	Please refer to Clause 3.5.6 of RFP Volume I: Section I, Instruction to Bidder
23	The Draft Agreement, Article 3, Section 3.5 (f) states that in case of non fulfillment of NRDA's Conditions Precedent leading to termination of Agreement (by the Authorisee), the Performance Security Bank Guarantee and the first installment of Land Premium and bank guarantee for balance land premium would be returned without interest. What about advance annual lease rentals collected by then? Will it not be returned? What about interest loss?	Please refer Amendment No. 1
24	The site is to be handed over to Authorisee on "As is Where is basis". Agreement also states that it is the responsibility of Authorisee to conduct due diligence. However, it is desirable if the agreement explicitly mentions that NRDA would indemnify Authorisee against any liability/ litigation relating to Land	It is assured that land is completely owned by the Authority. However, no indemnification would be given to this effect. Please refer Section 4.4.a. of RFP Volume II: Section I, Draft Authorisation Agreement
25	Getting necessary permits, clearances, approvals including environmental clearance would be the responsibility of Authorisee and NRDA would make best efforts/ facilitate in obtaining the same. Since all these approvals are Govt functions, NRDA should assume bigger role and take full responsibility to get all the required permissions.	All possible assistance to the developer shall be provided in getting requisite permissions
26	Clause 6.a.ii (page 51) states that the Preferred bidder will not alter the land use of site as specified in Naya Raipur Development Plan 2031. What does it mean?	This means that the components constituting optional/ancillary Facilities, proposed by the bidder shall be in strict accordance with Naya Raipur Development Plan 2031 and no deviations are allowed
27	Under Clause 15.2 (b) page 98, there appears to be a mistake. Instead of Authorisee, should it be NRDA?	Please Refer to Amendment No. 1

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28	Clause 18.21 (Page 116) of the agreement states that "NRDA may, after giving notice of 60 days to the Authorisee and preferred bidder, assign the agreement or any of its rights and benefits and obligations hereunder to any person pursuant to any direction of GOI, GoCG, by the operation of Law or in the course of its business on such terms and conditions as the NRDA may deem appropriate or as may be required by the law'. Implications of this Clause need to be understood thoroughly. This implies that assignment can be made by NRDA without seeking consent of the Authorisee. Will it not jeopardize Authorisee's Interests?	Authorisation Agreement is a legal document which shall protect interests of concerned parties.
29	Eligibility Criteria: Exception to High Network Bidders- The summary mentions that if the Bidder qualifies in this criterion, they need not meet the Experience Criteria for Qualification. In this regard, we understand that the bidder need not have technical qualification or financial qualification for eligibility. Please also confirm that only a CA certified network Statement as on 31st March 2011 will be sufficient to claim eligibility? Please confirm	Please refer to Clause 3.5.7 of RFP Volume I: Section I, Instruction to Bidder. Bidder shall submit certificate(s) from its auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, certifying that the methodology adopted for calculating such net worth conforms to the provisions of the RFP Document
30	If the eligibility is claimed under high network bidder and if the bidding company is a consortium with one or more member having technical experience. In this regard please confirm that do we need to provide documents relating to technical qualification and whether will that help in qualification ranking and will it fetch any additional marks?	High Network is applicable to either single entity or Lead Member of a consortium. No additional marks are given for having more technical experience.
31	How many pre -qualified applicants shall be eligible for participation in the second stage. Viz. Bid Stage	Financial bids of all bidders who are technically qualified shall be opened.
32	Can scope of the Project be enhanced by preferred bidder on prior approval from the authority?	DPR shall include the scope proposed by the developer and submitted to Authority for approval which is one of Conditions Precedents for Authorisee.
33	<p>Request you to clarify on Bid Parameter</p> <p>- Is it highest % of Revenue Sharing or Land Premium or both</p> <p>- Is it only the % or absolute value will be considered for 30 years or 60 years</p> <p>- Is there any other sensitivity/ Validation mechanism like IRR/ NPV which will be adopted while arriving at the net value?</p>	Please refer Clause 5.3 , Clause 6.4.3 and Annexure II of RFP Volume I: Section I, Instruction to Bidder

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34	Can the Bid Security of Rs. 1 Crore be submitted by the way of Bank Guarantee	Yes. Please refer to Clause 3.11 of RFP Volume I: Section I, Instruction to Bidder
35	Can you kindly explain the procedure for selecting the preferred bidder	Please refer Clause 6.4 of RFP Volume I: Section I, Instruction to Bidder
36	It is mentioned that the Lead Member & Other Members together have to hold minimum of 51% equity for duration of 2 years from COD or 9 Years from the date of Authorisation whichever is earlier. And also the lead member should continue to hold a minimum of 26% of equity and any other member minimum of 5% equity in the Project SPC at all the times during the Authorisation Period	The terms of the RFP Documents stand unchanged. Please refer Section 5.2.1 of RFP Volume II: Section I, Draft Authorisation Agreement.
	- Is the Authorisation Period here assumed only 30 years or 60 years	Please refer to Section 2.2 of RFP Volume II: Section I, Draft Authorisation Agreement.
	- Many infrastructure projects allows the lead members / other members to dilute its stakes after 5 years from COD. Will you consider further dilution from 26% to 5% for lead member and 0% for other members after 5 years from COD?	No
37	If the project Is awarded to a single entity, after SPC is formed,	
	- Is it allowed to bring in Strategic Partner to the SPC?	Please refer Clause 5.2.1 of RFP Volume II: Section I, Draft Authorisation Agreement.
	- If allowed how soon the second entity can subscribe to the company (SPC) and can go upto 49% or lower (if lower, to what extent)	Please refer Clause 5.2.1 of RFP Volume II: Section I, Draft Authorisation Agreement.
	Request the Authority to provide List of State/ Central Government approvals that are required to be initiated/obtained by the Preferred Bidder. Whether NRDA will obtain any of them?	Please refer reply to Query No.12
38	We understand that within the Master Plan of NRDA, a provision for development of Logistics Hub is made. We request you to share some of the following documents	Advisor's Report is circulated along with the RFP as "Project Information Memorandum".
	- Prefeasibility study report made on logistics Hub	
	- Survey Report on the 100 acres plot meant for the Project	Topographic survey to be carried out by the bidder. NRDA has provided the land details/ general drawing of the project area in the RFP/ Project Information Memorandum
	- It is mentioned that the estimated project cost is Rs.100 Cr, please provide us the cost breakup/ preliminary project report	Estimated cost break up is indicated in Project Information Memorandum. Developer may estimate the cost based on their own studies

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39	High Network of Rs.100 Cr be reduced to Rs.50 Crores for individual bidders or for Consortium as total	Not Accepted
40	Extension for submission of Bid	Please refer to Corrigendum No.1
41	Criteria for Determination of High Network as part of Infrastructure Projects	Please refer to Amendment No.1