

Pre-bid Queries and Authority response

| Query | Response |
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| 1. Whether encroachment will be removed by the board before possession of land. | 1. Board will hand over the land encroachment free. |
| 2. What is the exact distance of Pachmarhi from Matkuli site. | 2. Actual distance from land to Pachmarhi is 25 kms. |
| 3. If the bid security of successful bidder could be adjusted against the land cost. | 3. Yes, bid security can be adjusted against premium amount. |
| 4. Is the clause of performance security of 10% against project cost is it mandatory ? | 4. Yes. As per Tourism Policy (2016) amended 2019, clause 2.11 performance security is mandatory. |
| 5. Is any restriction are there by the Forest Department for setting up a lodge close to the buffer & core area of the National Park in Satpura – Madhai area? | 5. Provision of the Eco sensitive zone notification issued by Ministry of Environment, Forest and climate change shall apply. |
| 6. Appendix-II: Financial bid should be uploaded in which Excel format ? | 6. It should be uploaded in Excel format. |
| 7. Khasra number is different in Annexure 4 i.e.,Page no 92 & Page No. 2. | 7. Khasra no. and area mentioned at page no.2 is correct. |
| 8. Area mentioned of the property is also different in Annexure 4 i.e. Page 92 & Page No. 2. | 8. Khasra no. and area mentioned at page no.2 is correct. |
| 9. Performance Security should be submitted in the technical evaluation or before signing the deed? | 9. Performance security is required to be submitted before signing the lease deed. |
| 10. Would like to clear that DPR should be submitted after the bidding process i.e., once the highest bidder is selected? | 10.Yes, DPR is required to be submitted only by the successful bidder but a preliminary project report with brief detail of the project is to be submitted along with technical bid. |

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| <p>11. Considering present market scenario, the condition of minimum investment of Rs. 10.00 crores be reduced to Rs. 5.00 crores and operational experience may be reduced to 3 years for heritage properties so as to make it commercially viable proposal.</p> | <p>11. Technical or Financial criteria shall remain unchanged</p> |
| <p>12. Architectural Mapping – Clause 1.1.2.2: defined that bidder has to retain the heritage character of the building as per architectural mapping of building, which shall be provided by the authority, but with bid document no mapping has been provided, kindly clarify.</p> | <p>12. Architectural mapping shall be provided to the successful bidder. However this document is open for observation at MPTB office.</p> |
| <p>13. Clause 1.1.2.4: All new structure/feature in the complex should be according to the overall master plan and should not hinder view from or to the structure or damage aesthetics of historic structure. The master plan has not been provided with bid document, we expect that without disturbing the Architectural Structure of the Benazir heritage, we may dismantle the new buildings (not the part of heritage) constructed in the premises by the Govt. In later stage, the new structure/ accommodation can be created without hindering the appearance of heritage structure or matching the tone with the structure as per the ground coverage & FAR applicable.</p> <p>14. Kindly clarify whether the subsidy of 15% as per tourism policy of 2019 shall be applicable on the investment made by the bidder in this project.</p> <p>15. Kindly clarify whether the property can be mortgaged in concerned bank after registration in bidders favour for arranging loan for investment of development of heritage property.</p> | <p>13. Please refer clause No. 1.1.2.6 to 1.1.2.10 of the RFP.</p> <p>14. Provisions of the Policy prevailing as on date of operation of the project will be applicable.</p> <p>15. Please see clause 14 of lease deed attached with RFP.</p> |

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| <p>16.Whether the existing HAMAM can be utilized for some other purpose without disturbing its structure or it has to be used as HAMAM ONLY.</p> | <p>16.Please refer clause no. 1.1.2.6. to 1.1.2.10 of the RFP.</p> |
| <p>17.Please clarify the issues mentioned below with reference to Tiktoli (Kuno) and Chakar (Matkuli) lands:</p> <ol style="list-style-type: none"> In 2018 most part of the land was occupied by villagers. There is a village road going through the land The land is being used by locals for farming | <p>17.Plot is on both the side of road. Encroachment shall be removed before handing over the land</p> |
| <p>18.Can the Balance Sheet (Audited Statement of Accounts) be submitted of 2018-19 at the time of filling up tender form (Balance sheet for 2019-20 is not ready due to Covid-19)</p> | <p>18.Please refer clause 3.5.2 of RFP.</p> |
| <p>19.As land is located in National Forest area and for Construction of resort some of tree are required to be cut down. So far the same can we need any NOC from Forest if yes then can tourism department help us.</p> <p>20.Survey Plan of land shown on tender form is blurry. Please upload clear copy of the same</p> | <p>19.Permission shall be obtained by the Investor as per prevailing rules and procedures.</p> <p>20.Clear copy is uploaded.</p> |
| <p>21.With reference to heritage properties, please clarify the issues mentioned below:</p> <ol style="list-style-type: none"> Permission for Educational Tourism must be granted. Permission for construction of new hotel buildings in open land be granted. Investment in the projects be reduced to 50% in case if the Covid-19 continues. | <p>21.The terms and conditions of the RFP shall remain unchanged. Please refer clause No. 1.1.2.6 to 1.1.2.10 of the RFP regarding construction issues.</p> |

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| <p>22. Clause 1.1.1 & 2.1.2 - Creating SPV before signing of the lease agreement: It is suggested that a bidder who is already a company registered under the companies act 2013/1956 be exempted from creating a SPV for this project.</p> | <p>22. Formation of SPV is only required in case of consortium.</p> |
| <p>23. Clause 1.1.2 & 2.1.3.2 - Cost of project and term of lease:</p> <p>1) It is understood that the minimum investment to be done by the selected bidder to develop the project is INR 5 crores. It is submitted that no such restrictions are put on the bidder.</p> <p>2) It is requested that the term of the lease be extended to 99 years.</p> | <p>23. Provision of clause 1.1.2 & 2.1.3.2 shall remain as it is.</p> |
| <p>24. Clause 1.1.3 & 1.2.9 - Upfront Premium : It is suggested that the premium be collected over a period of minimum 10 years. Such upfront payments shall reduce the feasibility of the project.</p> | <p>24. Provision of clause 1.1.3 & 1.2.9 shall remain as it is.</p> |
| <p>25. Clause 1.1.3 - Annual Rental : It is understood that the Lessee shall be required to pay 1% of the upfront fees annually over the period of lease. This doubles the value of the premium. Since the premium is already being paid basis a public bidding process, a nominal lease rent be fixed in place of 1% of the upfront premium.</p> | <p>25. Provision of clause 1.1.3 shall remain as it is.</p> |
| <p>26. Clause 1.2.2 - Bid Validity: It is submitted that a time limit of 180 days be put on the bid.</p> | <p>26. Already mentioned in RFP that it is 180 days from the bid due date. Refer clause 2.19.1.</p> |
| <p>27. Clause 1.2.5 (A) 2.22 - Bid Security : It is requested that the bid security be returned to unsuccessful bidders within 30 days of announcing the selected bidder.</p> | <p>27. NIC Tender Portal immediately returns bid security automatically to unsuccessful bidder.</p> |
| <p>28. Clause 1.2.5 (B) - Performance Security : It is requested that the requirement of submitting the performance guarantee be removed as it should be upon the Lessee to utilize the land and develop the project after paying the lease premium in accordance to the lease deed.</p> | <p>28. Provision of clause 1.2.5 (B) shall remain as it is.</p> |

29. Clause 1.3 - Schedule of bid timelines : It is requested that the timelines be extended by a month in order to complete the internal corporate governance requirements. The opportunities merit more time for a fair evaluation. We request the bid due date to be extended till end of December 2020.

30. Clause 2.1.3.2 (i) - Period of Construction: It is submitted that no timeline be put in place for development of the hotel. Since, the Lessee shall be paying the premium for the land basis the market dynamic Lessee shall themselves ensure to not keep the land ideal and build the project.

31. Clause 2.1.3.2 (ii)(b) - Project Appreciation : It is submitted that project appreciation at the time of submitting the bid is not possible. The same shall be submitted to the authority when the Lessee shall apply for obtaining approvals for development

32. Clause 2.2.11 - Conflict of Interest : Being a listed company there are shareholders like financial institutions, banking companies, insurance companies etc who invest in many companies. Hence is it requested that common shareholding by such institutes/companies be exempt while determining conflict of interest.

33. Lease deed Clause 12 - Additional Activity : It is submitted that any activity as defined under the tourism policy be allowed to be undertaken at no additional cost as the premium would have already been paid by the Lessee and shall impact the quit enjoyment of the rights on the land.

34. Lease deed Clause 13 - Authority to Operate : It is requested that the requirement to obtain prior approval from the authority to assign any person to operate a specific amenity be removed. The Lessee shall however ensure that the activities carried out by the operator does not hamper the overall sanctity of the requirements of the lease deed.

29. Sufficient bidding time is already provided.

30. Provision of clause 2.1.3.2 (i) shall remain as it is.

31. Initially the bidder has to submit only preliminary report. Detailed Project Report shall have to be submitted by the successful bidder.

32. No change in the conditions of the consortium is permissible.

33. Please refer clause 12 of the lease deed annexed with RFP

34. Clause 13 of lease deed shall remain as it is.

35. Lease deed Clause 15 – Surrender Full refund of the premium should be given to the Lessee in case the requisite approvals are not being able to obtain due to the inherent restrictions of the land and location.
Also an interest of 12% p.a should be given to the Lessee due to the failure to provide a suitable land for

36. Lease deed Clause 16 – Transfer: No transfer charges should be charged at the time of the transfer.

37. Lease deed Clause 19 - Termination: Termination by Lessee is required to be incorporated. Currently the deed is one sided from this perspective

38. Lease deed Clause 20 - Force Majeure It is submitted that the lease term should be increased by the duration for which force majeure event is active. Further, the obligation to pay rent during this period should be waived.

39. General It is submitted that a single window clearance for obtaining all the approvals be put in place for the Lessee.

40. General Clarity is needed whether the Lessee will be allowed to sub-lease certain parts of the hotel/resort that may be in the form of shops etc. Further if a Time Share business model be allowed?

41. General Clarification is sought on the timeline within which the authority shall handover the land to the lessee.

42. Annexure 3 Other conditions: Responsibility of Lessee preparing “detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project within 60 days of signing of the lease deed” 60 days are absolutely inadequate to prepare any quality design and build procedures and methods to achieve it. Any timeline on this needs to be removed

35. Clause 15 of lease deed shall remain as it is.

36. Clause 16 of lease deed shall remain as it is.

37. Clause 19 of lease deed shall remain as it is.

38. Clause 20 of lease deed shall remain as it is.

39. Permission shall be obtained by the Investor as per prevailing rules and procedures.

40. Please refer the lease deed clause 16.

41. Immediately after signing of lease deed and submission of performance security

42. Further extra time may be given looking to the need of the project.

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| <p>43. Annexure 3 Other Conditions Responsibility of Lessee "The Lessee shall also be responsible for procuring ALL APPLICABLE PERMITS as required for the project from the various Central/State level agencies and duly submit the copy of the Permits to the Authority within a period of 120 days from the date of signing of the Lease Deed." 120 days are inadequate to procure all such applicable permits. This timeline needs to be removed.</p> <p>44. General Development guidelines on FAR, FSI, ground coverage, height restriction needs to b</p> | <p>43. Further extra time may be given looking to the need of the project.</p> <p>44. The provisions of the Bhoomi Vikas Niyam 2012, will be applicable.</p> |
| <p>45. EMD / Performance Security to be in the form of a Bank Guarantee as being done by a lot of states in the country. The recent one being Punjab, where we have won a bid under ppp</p> | <p>45. EMD shall have to be deposited online along with bid documents. Performance security may be given in the form of bank guarantee or FDR.</p> |

