

RESPONSE OF GOVERNMENT OF TELANGANA TO QUERIES RECEIVED FROM BIDDERS ON REQUEST FOR PROPOSAL FOR DEVELOPMENT OF AUTOMATED MULTI LEVEL PARKING (MLP) COMPLEX AT KHILWAT ON DBFOT BASIS IN PPP MODE FOR HYDERABAD METRO RAIL LIMITED

Sl. No.	Clause No.	Clause	Query	Response of the Authority
1.	1.1.1	Development and operation of an Automated Multi Level Parking (MLP) Complex on a plot of about 1.22 acre (5914 sq yds) at Khilwat.	Please provide a survey drawing with all dimensions clearly marked.	Will be provided. Please collect it from HMRL office.
2.	1.2.6 (d)	The bidders shall specify a Premium exceeding 1% (one per cent) of the total Revenue for the year commencing from COD, and which shall be increased for each subsequent year by an additional 1% (one per cent).	The Bidders shall specify a Premium exceeding 1% (one per cent) of the total Revenue from the 7 th year of COD, and which shall be increased for each subsequent year an additional 1% (one per cent). This shall give the concessionaire some comfort during the initial years of commercial operations, where debt is being repaid.	The Bidders shall specify a Premium exceeding 1% (one per cent) of the total Revenue for the year commencing from the 3 rd year of COD, and which shall be increased for each subsequent year by an additional 1% (one per cent) of the total Revenue in accordance with the provisions of Clause 4.2.1 of the draft Concession Agreement, subject to a maximum of 20% (twenty per cent) in terms of Clause 4.2.1 of the draft Concession Agreement.
3.	2.1.2	In order to supplement the income from providing parking spaces by the concessionaire, an opportunity is provided to the Concessionaire to get revenues from alternate uses such as, but not limited to, commercial exploitation of the space that may be constructed by the Concessionaire at it's own cost up to a maximum of 35% of the gross built up area.	The clause is contradictory to the clause 1.1.1 which states "In addition, the Concessionaire may construct commercial space of an equivalent floor area subject to the conditions as per G.O. Ms No. 168". Kindly Clarify.	In order to supplement the income from providing parking spaces by the Concessionaire, an opportunity is provided to the Concessionaire to get revenues from alternate uses such as, but not limited to, commercial exploitation of the space that may be constructed by the Concessionaire, at it's own cost, of an equivalent floor area subject to the conditions as per G.O. Ms.

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				No.168 MA&UD (M) Department dt.07.04.2012 and G.O.Ms.No.187 MA&UD (M1) Department dt.07.07.2017. Limited commercial exploitation of the advertisement space which shall gel with the facade of the building and it's surroundings will also be permitted subject to following the advertisement norms of the Urban Local Body.
4.	2.6	By submitting the Bid, the Bidder acknowledges that it was pre-qualified and shortlisted on the basis of Technical Capacity and Financial Capacity those of its Consortium Members who shall, until the 2 nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of Total Project Cost.	By submitting the Bid, the Bidder acknowledges that it was pre-qualified and shortlisted on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2 nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost and (iii) the (any) consortium member shall have the right to exit 100% (hundred percent) from the consortium after the 2 nd anniversary of COD.	Please refer to Clause 2.3.6 of the RfP document.
5.	1.3	Bid Due Date 07.01.2020 @ 15:00 Hrs	Due to festive season (Christmas, New Year) the technical team, from Germany, is out of office from 25 th December and are back on 5 th	The new Bid Due Date is 22.01.2020 @ 15:00 Hrs

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			January. Hence, we would request you to kindly postponed the Bid due date to 7 th February 2020.	
6.	2.3.2	Technical Capacity	While the Financial Capacity comes from the bidder, the Technical Capacity shall be brought in through MOU like the Technology Partner with O&M Experience. This is inline with the bidding terms with centrally awarded contract such as NHAI.	No change is contemplated.
7.			The Financial Close shall be 90 days from the date of receiving the statutory clearances for building permission from the Greater Hyderabad Municipal Corporation (GHMC).	No change is contemplated. However, the Authority will facilitate speedy process from GHMC on best effort basis.
8.			We would like to request the concerned authorities for fee waiver related to the building permission such as GHMC, Electrical Department, etc. as it is defined as public service building.	No change is contemplated.
9.			As the proposed infrastructure project is 200m away from the heritage structure, does this have any impact on building restrictions such as height, no of basements below ground, type of commercial facilities to be let out, etc. as per GO MS No 68. And Master Plan. Kindly clarify.	Please contact the local GHMC Planning office.
10.			Parking rules that are applicable for commercial area shall not be applied for this parking project.	No change is contemplated.