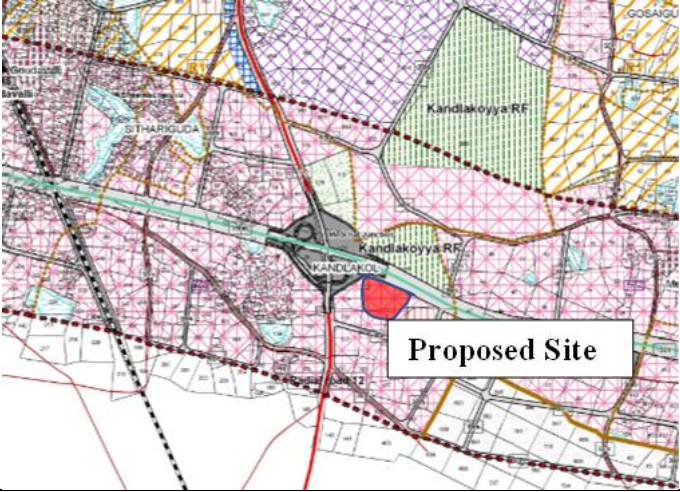


DEVELOPMENT OF IT TOWER AT KANDLAKOYA VILLAGE, MEDCHAL (M), MEDCHAL MALKAJGIRI DISTRICT, TELANGANA ON JOINT DEVELOPMENT BASIS – Re-Tender (3rd Call)

Pre-Bid Responses & Corrigendum

Sl. No.	RFP Clause/Sub Clause/ Page No.	Clause as stated in RFP	Queries Received	Responses for Queries
1.	4.0. Plans /Licences& Financial Closure	The Developer shall submit the Project Designs to the relevant Governmental Authorities to procure the Sanctioned Plan. The Developer shall obtain all required licenses, sanctions, consents, permissions, no-objections and such other orders as are required to procure the Sanctioned Plan and all approvals necessary for development of the Project(“Approvals”)	What is the Land Use as per HMDA Master Plan	<p>The site is under “Multiple Use Zone” as per the Approved masterplan of HMDA 2031.</p> <p>Uses Permissible: All activities/uses permissible as in Residential Use zone, Public & Semi-Public Use Zones, peri urban use zone, recreational use zone and Commercial use zone.</p> <p>Uses Prohibited: All types of Manufacturing, obnoxious and hazardous industries.</p> 
2.	Clause 2.1.18 Technical Capacity	<ul style="list-style-type: none"> Development and/ or Construction experience of a Single Project of size of at least 12,50,000 sq.ft (twelve lakh fifty thousand square feet) of 	Consider eligibility of foreign project experience	<p>Any project that meets the definition of “Eligible Projects” shall be considered for technical evaluation, irrespective of the geography of execution.</p> <p>However, such project submissions shall be supported by the appropriate approval letters issued by the competent</p>

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		<p>leasable/constructed area, excluding covered or uncovered parking space, of the nature specified in Clause 3.3.3;</p> <p>OR</p> <ul style="list-style-type: none"> • Development and/ or Construction experience of at most 3 (three) Projects totalling to at least 17,50,000 sq.ft. (seventeen lakh fifty thousand square feet) leasable/constructed area with the minimum project size being at least 6,00,000sq.ft. (six lakh square feet) of each project, excluding covered or uncovered parking space, of the nature specified in Clause 3.3.3. For the purpose of this RFP document, Project here means IT Parks / Commercial OfficeBuildings/Hotels/Commercial Complex/Residential Towers (Highrise Buildings of above 18 mtrs height only), Retail Space, Business centers etc. 		<p>authorities in the country where such project was developed or certificate from the statutory auditor of the entity claiming the experience.</p> <p>In case of the foreign (International) experience of parent company of the bidder, the bidder shall submit letter from the parent company permitting the bidder to use their credentials.</p>
3.	<p>Clause No 2.1.24</p>	<p>In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.1.18, 2.1.19 and 3.3.3, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.</p> <p>For purposes of this RFP document, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control</p>	<p>Consider the participating by an Indian company claiming experience of its foreign associate company where Indian company has 50% stake.</p>	<p>Please refer to the Clause 2.1.24 under volume I i.e Instructions to Bidders for the definition of Associate. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.</p> <p>It is further clarified that a certificate from statutory auditor of the Bidder as well as the foreign Associate</p>

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		with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.		shall be provided confirming that the entities are associates as per the definition of the RFP. In addition, a letter from the Associate entity issued by the authorized signatory or a Board Member of such entity expressing its no-objection to showcase its experience for this specific RFP. In case the bidder is a subsidiary of a foreign entity claiming the experience of the parent company, the bidder shall also submit an undertaking supported by Board Resolution from the foreign parent company that it shall provide all the support and technical knowhow, capital and resources as may be required for successful execution of the Project.
4.	General	General	Please clarify on TSIIC's obligation in getting benefits under GRID Policy.	RFP conditions shall prevail.
5.	Clause No 4.10.	The responsibility and expenses for preparing the development plan and construction drawings for the project, and all other permissions required to take up, commence and complete the development and construction of the Project and other facilities thereon and all infrastructure thereafter shall be that of the Developer. The authority will on best effort basis pursue with the Government for relaxation and waiver of approval charges, development charges, cesses, fees, any other charges/levies for this projection the lines of similar prestigious projects like T Hub, T Works, Image Tower etc.	Any delay in getting HMDA or any Statutory permissions within 6 months because of things beyond control of developer shall be excluded from said 6 months.	The following statement shall be supplemented to Clause 4.10 of Volume II – “Draft Joint Development Agreement” of the RFP The Developer shall be entitled for an extension of time proportional to the delays in issuance of statutory permissions/approvals by the competent Government Authorities beyond the stipulated timelines published by Authority in its charter for providing such approvals. The Developer shall, however, be eligible for such extension if and only if it had submitted all the requisite applications and documents to the Authority without any shortfalls and within such time where the Developer would have otherwise achieved the Appointed Date within six months if there were no delays by the approving Government Authorities.

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		Prior to the developer, sending the project plans to the concerned approving authority. Any delay in obtaining the above relaxations by Authority entitles Developer for proportionate extension of time period for commencement of the Project.		
6.	Page 15, Clause no 4.13 of 4.0. PLANS /LICENCES& FINANCIAL CLOSURE	The Developer shall be responsible for achieving the financial closure of the project from any Nationalized or Scheduled Bank or NBFC having more than 5,000 Crores of Funds under Management, within a period of 3 (three) months from the date of obtaining Plan approvals Or within a period of 6 (six) months from the date of this agreement, whichever is the earlier.	Please clarify on obtaining Financial Closure; getting sanction letter from lender is sufficient.	The Financial Closure shall mean that the project and financing agreements should have been signed between the lead banker and the developer. A legally binding sanction letter may be considered sufficient.
7.	Page 20, Clause no 6.3 of 6.0. Cost of Construction		Please clarify the removal of High-Tension electric lines from the site by TSIIC at its own cost.	RFP conditions shall prevail. As already indicated in the RFP, the developer shall meet all the costs involved in realigning of services like HT lines, approach road and laying Cables, relocating pipelines if any, if it wants to explore and maximize the built-up areas.
8.	Page No: 4, Project Components under Bid Summary	<u>Minimum Development Obligations:</u> <ul style="list-style-type: none"> Adhere to guidelines under G.O.Ms.No 420 dated Nov 11, 2012 of MA&UD “Special Development Regulations for the Hyderabad Growth Corridor (ORR-GC), 2007” including amendments and any other regulations 	If High-Tension electric lines passing through the project site is not moved, Can the developer build area have mentioned in minimum development obligation by going to 12 floors as envisaged.	Volume-III i.e. “project Information Memorandum” provides details of the plans prepared by consultants after considering all the applicable regulations. This may be used as guidance but not binding on Bidders or the Authority. The Bidders are encouraged to make their assessment of all the applicable regulations and policies and make conclusions based on the same.

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		<p>applicable for developments across Hyderabad outer ring road (ORR)</p> <ul style="list-style-type: none"> The selected developer is allowed to achieve higher built-up area as per the developer control norms and applicable policies. 		
9.	Page 4 of Project Components	<ul style="list-style-type: none"> Handover developed IT/ITeS office space warm shell-high side to the Authority as per the Bid Quoted (in addition to a minimum 2,00,000 sq. ft) 	Clarify on the definition of Bare shell	<p>There is no term named “Bare shell” in the RFP. The Developer shall provide ‘Warm Shell high side’ to the Authority. Warm shell with high side is defined under Project components Includes Core & Shell, Common Area Finishes like Painting, Flooring & Cladding, False Ceiling, Internal & Fire Doors, Structural Glazing, Electrical (Includes Transformer, LT Panels, DG Set, Cables, Busduct, Common area lighting, Electrical work in External Development), Plumbing & Sanitary (Includes Sanitary & CP fitting for toilets, STP, WTP, Internal & External Piping work, Pumps), Fire Protection (Includes Fire pump room equipment, Hydrant System, Fire Extinguishers, Sprinkler System, PA and Alarm Systems), Elevators, HVAC (Includes Chillers, Chiller Piping and pumps, AHU etc.), External development and Others. It includes all services including but not limited to electrical, HVAC, IT support services, etc., to the doorstep of the Authority for it to enable works in its area / premises.</p>
10.	4.2.3 Marketing of IT Space	The selected developer required to provide his marketing plan for attracting the IT Companies to the proposed IT Towers along with his DPR to be submitted to the Authority along with the building plans for approval.	whether any support available from TSIIC in finding a suitable Tenant for the IT space belongs to the Developer	<p>Clause 4.2.3 Marketing of IT Space under Volume-I Instructions to Bidders may be read as: The selected developer required to provide his marketing plan for attracting the IT Companies to the proposed IT Towers along with his DPR to be submitted to the Authority along with the building plans for approval.</p> <p>The Developer shall be solely responsible for</p>

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				undertaking development of the Project in accordance with the Applicable Laws, including but not limited to obtaining all Approvals for development, marketing and sale of the built-up area including the Authority's share of built-up area so developed at the Project Site at their cost.
11.	4.10. of 4.0. PLANS /LICENCES& FINANCIAL CLOSURE	The authority will on best effort basis pursue with the Government for relaxation and waiver of approval charges, development charges, cesses, fees, any other charges/levies for this projection the lines of similar prestigious projects like T Hub, T Works, Image Tower etc. Prior to the developer, sending the project plans to the concerned approving authority. Any delay in obtaining the above relaxations by Authority entitles Developer for proportionate extension of time period for commencement of the Project	Instead, best effort basis, TSIIC shall provide all incentives made available to T-Hub or any other similar project in past, present or in future to this Project.	RFP conditions shall prevail.
12.	General	General	TSIIC shall bring Stamp duty exemption on registration of Development Agreement	RFP conditions shall prevail.
13.	1.0 Definitions and Interpretations under Volume 2 - Joint Development Agreement			Definition of Appointed Date under 1.0 Definitions and Interpretations under Volume 2 Joint Development Agreement may be added and read as: Appointed Date: Date shall be the date by when the Developer shall complete planning, secure all approvals & clearances including financial closure and mobilization of all resources for the Development of the Project. Appointed Date shall be 6 (six) calendar months from the date of signing the Development Agreement or

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				such other date as may be extended by the Authority owing to any delays solely arising because of the delays in providing approvals by any Government Authority beyond the standard operating period.
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Sd/- 23-06-2023
Vice Chairman & Managing Director
TSIIC Ltd.