

# REQUEST FOR PROPOSAL

## FOR

### SELECTION OF OPERATOR FOR OPERATION, MAINTENANCE AND MANAGEMENT OF SHRI CHINTPURNI SADAN BLOCK-C, DISTRICT UNA, Himachal Pradesh on PPP Mode.

#### Reply of Pre-Bid queries: dated 24.11.2021

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
Relevant Clause = Vol. I RFP- 2.2.2 (A) (ii)	<p>2.2.2. To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the “<b>Minimum Eligibility Criteria</b>”):</p> <p><b>(A) Technical Capacity:</b> For demonstrating technical capacity and experience, the Bidder in the past 5 (five) years preceding the Bid Due Date should possess experience of having executed the following Eligible Projects :</p> <p>(i) Developed operated and</p>	<p>operated and maintained hospitality/ tourism sector <b>projects*</b> for a continuous period of at least 3 years prior to the Bid Due Date</p> <p><i>*hospitality/ tourism sector projects mean restaurants, food courts, amusement parks, theme parks, malls, banquet halls, convention centres and <b>hotels</b>.</i></p>	Kindly refer to Addendum-II in this regard.

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
	<p data-bbox="616 268 1071 762">maintained <u>OR</u> operated, managed and maintained atleast 1 (one) hotel/ resort with minimum 20 rooms having facilities and service levels compliant to 2 star or above category hotel guidelines issued by the Ministry of Tourism, Govt. of India. Such hotel/ resort should have been operated, managed and maintained by the Bidder for more than 1 (one) year prior to the Bid Due Date; or</p> <p data-bbox="561 778 1071 975">(ii) operated and maintained hospitality/ tourism sector projects* for a continuous period of at least 3 years prior to the Bid Due Date.</p> <p data-bbox="561 1034 1071 1209"><i>* hospitality/ tourism sector projects mean restaurants, food courts, amusement parks, theme parks, malls, banquet halls and convention centres.</i></p>		

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<p>Relevant Clause = Vol. I RFP- 2.2.2 (B) (ii)</p>	<p>(A) Financial Capacity: For demonstrating financial capacity, the Bidder shall have :</p> <p>(i) Minimum Net Worth of Rs.3 crores (Rupees Three Crores) at the close of the financial year preceding the Bid Due Date;</p> <p>(ii) Positive Cash Flows for any 3 out of the last 5 Financial Years.</p> <p>In case of a Joint Venture, the Financial Capacity criteria at Clause 2.2.2(B)(i) above may either be satisfied by the Lead Member individually or by both Members of the JV collectively in which case the Lead Member must essentially meet atleast 51% of the Net Worth criteria. Further, in case of a Joint Venture, the Financial Capacity criteria at Clause 2.2.2 (B)(ii) above is essentially required to be satisfied either by the Lead Member individually or by the co-member individually.</p>	<p>In case of a Consortium, the combined Technical Capacity and Financial Capacity of all Members would be considered for evaluation and any member of the Consortium whose credentials have been considered for evaluation of Technical and Financial Capacity</p>	<p>Kindly refer to Addendum-II in this regard.</p>

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
<p>Relevant Clause = Vol. I RFP- Clause 1.1.7</p> <p>(changed through Addendum)</p>	<p>1.1.7. As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Selected Bidder, <b>SPV</b> (the “<b>Operator</b>”) and the Authority (the “<b>Concession Agreement</b>” – Vol. II of RFP document). The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Operator, including the scope of the Operator’s services and obligations (the “<b>Concession</b>”). The period of Concession is 10 (Ten) years (the “<b>Concession Period</b>”) which is inclusive of Furnishing Period of 4 (four) months for upgrading, furnishing, equipping and making the existing Block-C fully operational after carrying out Furnishing Works (<i>as defined in the Concession Agreement</i>) in accordance with the terms of the Concession Agreement including Schedules thereto and Good Industry Practices, <b>compliant</b> to 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India. The aforesaid Concession Period is extendable further for a</p>	<p>As a part of the Bidding Documents, HPIDB has provided a form of agreement to be executed between the Selected Bidder (the “Operator”) and the Authority (the “Concession Agreement” – Vol. II of RFP document). The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Operator, including the scope of the Operator’s services and obligations (the “Concession”). The period of Concession is 20 (Twenty) years (the “Concession Period”) which is exclusive of Furnishing Period of 6(six) months for upgrading, furnishing, equipping and making the existing Block-C fully operational after carrying out Furnishing Works (as defined in the Concession Agreement) in accordance with the terms of the Concession Agreement including Schedules thereto and Good Industry Practices, equivalent to at least 2-star category hotel guidelines</p>	<p>No change</p>

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	<p>period of 5 (Five) years at the sole discretion of the Authority provided the performance of the Operator is good and he is not in default.</p>	<p>issued by the Ministry of Tourism, Govt. of India. The aforesaid Concession Period is extendable further for a period of 5 (Five) years at the sole discretion of the Authority provided the performance of the Operator is good and he is not in default</p>	
<p>Relevant Clause = Vol. II DCA – Clause 15.4  (Deleted through Addendum)</p>	<p><b>DELETED THROUGH ADDENDUM</b></p> <p><b>15.4 Termination Payment</b></p> <p>15.4.1 Upon Termination by the Authority on account of an Operator Event of Default, the Operator shall not be entitled to receive any Termination Payment during the Furnishing Period. However, during the Operation &amp; Maintenance Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to lowest of the following (i) or (ii):</p> <p>i. 75% of Book Value of Project Assets (Total Project Cost) based on historic investment (net of depreciation) created by</p>	<p>Include this clause same as given</p>	<p>No change</p>

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
	<p>the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of original project facility which was provided to the Operator; <b>OR</b></p> <p>ii. 75% of Debt Due less pending Insurance claims.</p> <p>In addition to the above stated, the Authority shall be entitled to encash and appropriate the Performance Security.</p> <p>15.4.2 Upon Termination by the Operator on account of Authority Event of Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to the lowest of the following (i) or (ii):</p> <p>i. 100% of Book Value of Project Assets based on historic investment (net of depreciation) created by the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of</p>		

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	<p>original project facility which was provided to the Operator; <b>OR</b></p> <p>ii. 100% of Debt Due less pending Insurance claims;</p> <p>In addition to this, the Performance Security shall be released to the Operator by the Authority.</p> <p>15.4.3 Termination Payment shall become due and payable to the Operator within 90 (ninety) days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 4% (four per cent) above the RBI's Repo Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.</p> <p>15.4.4 The Operator expressly agrees</p>		

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	<p>that Termination Payment under this Article 15 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that the Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.</p> <p>15.4.5 As a consequence of Termination, irrespective of the reason for Termination, the Operator shall transfer all movable and immovable assets forming part of the Project Assets to the Authority upon the Transfer Date.</p>		



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		<p><b>Special Request to add the below given points</b></p> <p>(i) The Successful Bidder while taking over from HPIDB, they should get all AMC for 2 years for pre Bid Queries for Chintpurni project. All HT/ LT Electrical, Fire Alarm, DG Set, Solar, CCTV installation etc. from HPIDB.</p>	<p>(i) No AMCs are currently pending/ active.</p>
		<p>(ii) HPIDB shall provide free Hoarding at various places of Municipal Corporation and at Buses.</p>	<p>(ii) No change</p>

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
<p>Relevant Clause = Vol. I RFP- Clause 1.1.7</p> <p>(Changed through Addendum)</p>	<p>1.1.7. As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Selected Bidder, <u>SPV</u> (the "Operator") and the Authority (the "Concession Agreement" – Vol. II of RFP document). The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Operator, including the scope of the Operator's services and obligations (the "Concession"). The period of Concession is 10 (Ten) years (the "Concession Period") which is inclusive of Furnishing Period of 4 (four) months for upgrading, furnishing, equipping and making the existing Block-C fully operational after carrying out Furnishing Works (<i>as defined in the Concession Agreement</i>) in accordance with the terms of the Concession Agreement including Schedules thereto and Good Industry</p>	<p>To this we would like to submit that, the basic concession period should be 15 years with 5 years of possible extension on mutual agreement. As per our prudent financial assessment and payback period considerations the expected returns can be generated in 15 years period. The present proposed 10 years is considerably brief vis-à-vis the efforts and investment necessary to maintain the facility.</p>	<p>No change</p>

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	Practices, <u>compliant</u> to 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India. The aforesaid Concession Period is extendable further for a period of 5 (Five) years at the sole discretion of the Authority provided the performance of the Operator is good and he is not in default.		
Relevant Clause = Vol. I RFP- 2.2.2 (A) (ii)	<p>2.2.2. To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the “<b>Minimum Eligibility Criteria</b>”):</p> <p><b>(B) Technical Capacity:</b> For demonstrating technical capacity and experience, the Bidder in the past 5 (five) years preceding the Bid Due Date should possess experience of having executed the following Eligible Projects :</p> <p>(i) Developed operated and maintained <u>OR</u> operated, managed and maintained at least 1</p>	To this we would like to submit that, the explanation can be such that any unit which is approved and licensed through Himachal Tourism with a valid active license shall be considered as a hospitality/tourism sector project for the purpose of this tender.	Kindly refer to Addendum-II in this regard.

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
	<p>(one) hotel/ resort with minimum 20 rooms having facilities and service levels compliant to 2 star or above category hotel guidelines issued by the Ministry of Tourism, Govt. of India. Such hotel/ resort should have been operated, managed and maintained by the Bidder for more than 1 (one) year prior to the Bid Due Date; or</p> <p>(ii) operated and maintained hospitality/ tourism sector projects* for a continuous period of at least 3 years prior to the Bid Due Date.</p> <p><i>* hospitality/ tourism sector projects mean restaurants, food courts, amusement parks, theme parks, malls, banquet halls and convention centres.</i></p>		
		<p>For computing financial capacity of individual members of a Joint Venture, as required at Annexure-III of Appendix-I,</p>	<p>The methodology of calculating the cashflows in case of an individual will be as per RFP and can be taken from the ITR documents filed, only in case the ITR contains P&amp;L statement of the</p>

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		<p>Operating Cash Flows or Net Cash Flows should mean to include the Income declared at their respective Income Tax Return as substantiated by their ITR's and related computation.</p>	<p>business of such individual.</p>
<p>Point No. 3 of the Appendix – III of the Joint Bidding Agreement of RFP  (Changed through Addendum)</p>	<p><b>3. Covenants</b> The Parties hereby undertake that in the event the Joint Venture is declared the Selected Bidder and awarded the Project, it shall <b><u>incorporate a special purpose vehicle (the "SPV")</u></b> as a company under the <b><u>Companies Act, 2013</u></b> while retaining/ subscribing to the same share as specified in Clause 6 below, for entering into a Concession Agreement with the Authority and for performing all its obligations as the Operator in terms of the Concession Agreement for the Project.</p>	<p>To this we propose that, since the allotment of proposed name of Company or LLP is subject to the decision of Registrar of Companies (ROC), a unit of Ministry of Finance this mandatory clause should be amended. The bidder can be directed that in the event the proposed name is not allotted by ROC, the bidder can give an affidavit to this effect and confirm the authorities about retaining/ subscribing to the same members and share of the JV.</p> <p>This shall ensure that the process of allotment of tender to a successful Joint Bidder does not get delayed due to procedural problems between HPIDB and</p>	<p>Kindly note that the RFP document does not specify any name for the proposed SPV under the Companies Act. The Selected Bidder is free to propose any name of the new company to be incorporated by the Selected Bidder after award of the work.</p> <p>The Joint Venture need not be incorporated for the purpose of bidding.</p>

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
		ROC.	
<p>Relevant Clause = Vol. II DCA Clause 3.5 (changed through Addendum)</p>	<p><b>3.5 Furnishing Period</b>  <b>3.5.1</b> The period for carrying out and completing the Furnishing Works in respect of the Project Site handed over to the Operator shall be <b>04 (Four) months</b> commencing from the Effective Date (the <b>“Furnishing Period”</b>) during which the Operator shall be mandatorily required to :</p> <ul style="list-style-type: none"> <li>i. at its cost complete all the Furnishing Works at the Project Site and make it fully operational in all respects so as to commence full Commercial Operations;</li> <li>ii. obtain all the Applicable Permits at its cost that are required for commencing the Commercial Operations and keep all such Applicable <b><u>Permits in full</u></b> force and effect during the Concession Period.</li> </ul> <p><b>3.5.2</b> The Operator may undertake Furnishing Works of the Existing Property by itself or through one or more Sub-Contractors possessing requisite expertise/ skill; but in</p>	<p>Under the addendum S.No. 40, (clause No. 3.5/pg-40), it has been mandated to maintain the 2-star category property and take the certificate from the MOT for the same. There is no such property in the vicinity with certificate. Such certification will increase the cost and unnecessary compliance obligation on the concessionaire. Accordingly, we request to the change the clause of maintaining the property equivalent to 2-star category without certification from the tourism</p>	<p>No Certification from MOT is required to be obtained. Once the furnishing is completed by the Operator in terms of the Agreement, the Authority shall appoint an officer to inspect the furnishing works to certify whether the same meet the 2 star category hotel norms provided in <b>Schedule-I to DCA</b> prescribed through the earlier Addendum.</p>

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	<p>either case, the Operator shall remain solely responsible to meet the Scope of the Project as contained in this Agreement. During the execution of the Furnishing Works, the Operator shall adhere to the <b><u>2 star category hotel guidelines as specified in Schedule-I and Performance Standards as mentioned in the Schedule-E to this Concession Agreement. In case no Performance Standards or requirements are specified for a particular work, then the same shall be undertaken as per the directions of the Authority or as per Good Industry Practice. It is understood by the Operator that in respect of ensuring compliance with 2 star category hotel guidelines, there is no relaxation in the "Necessary" criteria of the Checklist of Services and Facilities as specified in Schedule-I except as specified in comments column of the said Checklist.</u></b></p>		
Relevant Clause =	4.1.5 In the event of delay up to four weeks in payment by the Operator, the	Change the MCLR rate to repo rate since, the Reserve Bank of	No change

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
Vol. II DCA Clause 4.1.5 (changed through Addendum)	Operator shall be required to pay to the Authority, interest at the rate equal to <b><u>SBI MCLR + 4%</u></b> (four percent) per annum. In the case of delay beyond such four weeks, it shall be considered as an Operator's Event of Default <b><u>and the Operator shall be liable to pay to the Authority for the period beyond such four weeks, an interest at the rate equal to SBI MCLR + 6% (eight percent) per annum (in case the default is cured by the Operator after issuance of notice of default).</u></b>	India recently mandated all banks to link new floating rate personal, retail loans and floating rate loans to MSMEs to an external benchmark from October 1, 2019. As per the new mandate, banks are now required to link lending rates on certain loans to external benchmarks such as the repo rate, three-month Treasury bill yield or six-month treasury bill yield.	
Relevant Clause = Vol. II DCA Clause No. 6.1.7(g) (changed through Addendum)	(g) not to create any <b><u>Encumbrances</u></b> , adverse rights or third party rights on the <b><u>Existing Property, Project Site, Project Assets, Project Facility</u></b> and also to ensure that the Authority is not adversely affected in any manner;	Allow the concessionaire to let the financial instructions to create the charge on plant and machinery, furniture, or other assets to be <b><u>installed or provided by the concessionaire.</u></b>	No change
Relevant Clause = Vol. II DCA Clause No. 6.7.2	6.7.2 (a) Loss, damage or destruction of the <b><u>Existing Property</u></b> , Project Facility and Project Assets including assets handed over by the Authority to the Operator on account of fire, theft, Acts of God, <b><u>etc.</u></b> <b><u>This</u></b> insurance shall be obtained by the Operator in the name/ favour of the Temple Trust; 6.7.2 (e) Any other insurance that may be necessary	Only the insurance of property including the assets installed or invested by the concessionaire shall be insurable. Also, it is not possible to insure	Kindly refer to Addendum-II in this regard.



Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
(changed through Addendum)	<p>to protect <b>the Authority</b>, its employees and agents engaged in or connected to the Project and the Project Site including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).</p> <p><b>6.7.3 The Operator</b> shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, <b>and the decision</b> of the <b>Authority in this regard shall be binding.</b></p> <p><b>6.7.4</b> All insurances obtained by the Operator in accordance with this <b>Clause 6.7</b> shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Operator shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Operator to the Authority.</p> <p><b>6.7.5</b> All insurance policies in respect of the insurance obtained by the Operator pursuant to this Clause 6.7 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.</p>	<p>all the force majeure events or act of gods.</p> <p>Only the proceeds in relation to the property of authority shall be paid to the authority and rest insurance proceeds, in relation to the assets installed by the concessionaire or potential loss of the business of the concessionaire, the amount shall be retained by the concessionaire.</p> <p>Also, with the help of insurance proceeds, the authority shall ensure the revamp the property as status quo</p>	

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
	<p><b>6.7.6</b> The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.</p> <p><b>6.7.7</b> The proceeds from all insurance claims in respect of coverage at Clause 6.7.1 (a) &amp; (e) shall be <b>paid to the Authority.</b></p> <p><b>6.7.8</b> The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.</p>		
Relevant Clause = Vol. II DCA Clause No. 6.13.3 (changed through Addendum)	In case of <b>the Operator being</b> a single entity Selected Bidder, such Bidder shall maintain <b>at least 51% (fifty one percent) share in the total paid up equity share capital in the Operator at all times during the Concession Period.</b>	In case of single entity bidder the bidder lock in period for maintenance of equity stake of more than 51% shall not be more than 3 years.	No change
		Allow the bidder to form the consortium	Joint Ventures or Consortiums are allowed under the RFP document

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
		Certificate from auditor for 2-star facility, not possible to obtain, since it is out of scope of the statutory auditor to provide any such certificate.	Kindly refer to Addendum-II in this regard.
<p>Relevant Clause = Vol. II DCA Clause No. 3.3</p> <p>(Deleted through Addendum)</p>	<p><b>DELETED THROUGH ADDENDUM</b></p> <p><b>Actions in Support of the Operator</b></p> <p>3.3.1. The Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms and conditions of this Agreement and the Schedules hereof.</p> <p>3.3.2. The Authority undertakes not to terminate or repudiate this Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Agreement.</p> <p>3.3.3. The Authority shall provide assistance and recommendations to the Competent Authorities, in support of the Operator's applications for Applicable Permits/ Approvals that may be needed from time to time for the implementation of the Project; provided that the Operator has made the requisite applications and is in compliance with the necessary conditions at its cost for the grant of</p>	<p>Revival of certain general clauses deleted from the agreement through addendum. All such clauses are the part of agreement under other projects and are justifiable to the extent they follow the principal of equality between the authority and the concessionaire.</p> <p>S.No.38 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 3.3 regarding Actions in Support of the Operator.</p>	<p>No change</p>

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	such Applicable Permits, clearances etc.		
Relevant Clause = Vol. II DCA Clause No. 5.5.1  (Deleted through Addendum)	<b>DELETED THROUGH ADDENDUM</b>  5.5.1 In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 5.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall pay to the Operator Damages of an amount equivalent to i.e. 0.01% of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of an amount of upto 5% of the Performance Security.	Revival of certain general clauses deleted from the agreement through addendum. All such clauses are the part of agreement under other projects and are justifiable to the extent they follow the principal of equality between the authority and the concessionaire.  S.No.45 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 5.5.1 regarding Fulfillment of Conditions precedent by the authority	No change
Relevant Clause = Vol. II DCA Clause 7.1.2 (b)  (Deleted through	<b>DELETED THROUGH ADDENDUM</b>  7.1.2 (b) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide all reasonable support and assistance to the Operator in procuring Applicable Permits or any other assistance that may be required from	Revival of certain general clauses deleted from the agreement through addendum. All such clauses are the part of agreement under other projects and are justifiable to the extent they follow the principal of equality between the authority and the concessionaire.	No change

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
Addendum)	any Government Instrumentality for implementation and operation of the Project;	S.No.63 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 7.1.2 (a) regarding providing support and assistance to operator	
Relevant Clause = Vol. II DCA Clause 7.1.2 (h)  (Deleted through Addendum)	<b>DELETED THROUGH ADDENDUM</b>  7.1.2 (h) support, cooperate , facilitate and guide the Operator in the implementation of the Project in accordance with its objective.	Revival of certain general clauses deleted from the agreement through addendum. All such clauses are the part of agreement under other projects and are justifiable to the extent they follow the principal of equality between the authority and the concessionaire.  S.No.64 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 7.1.2 (h) regarding providing support and assistance to operator	No change
Relevant Clause = Vol. II DCA	<b>DELETED THROUGH ADDENDUM</b>  <b>15.4 Termination Payment</b> 15.4.1 Upon Termination by the Authority on account of an Operator Event of Default, the	Revival of certain general clauses deleted from the agreement through addendum.	No change

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
<p>Clause 15.4  (Deleted through Addendum)</p>	<p>Operator shall not be entitled to receive any Termination Payment during the Furnishing Period. However, during the Operation &amp; Maintenance Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to lowest of the following (i) or (ii):</p> <p>i. 75% of Book Value of Project Assets (Total Project Cost) based on historic investment (net of depreciation) created by the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of original project facility which was provided to the Operator; <b>OR</b></p> <p>ii. 75% of Debt Due less pending Insurance claims.</p> <p>In addition to the above stated, the Authority shall be entitled to encash and appropriate the Performance Security.</p> <p>15.4.2 Upon Termination by the Operator on account of Authority Event of Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to the lowest of the following (i) or (ii):</p> <p>i. 100% of Book Value of Project Assets based on historic investment (net of depreciation) created by the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of original project facility which was provided to the Operator; <b>OR</b></p> <p>ii. 100% of Debt Due less pending Insurance claims;</p> <p>In addition to this, the Performance Security shall be released to the Operator by the Authority.</p>	<p>All such clauses are the part of agreement under other projects and are justifiable to the extent they follow the principal of equality between the authority and the concessionaire.</p> <p>S.No.93 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 15.4 regarding Termination Payment has been deleted altogether. This is indicative of serious repercussions on the operator in case of termination. Revival of this condition is of utmost relevance to keep the interests of the potential investors active.</p>	

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
	<p>15.4.3 Termination Payment shall become due and payable to the Operator within 90 (ninety) days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 4% (four per cent) above the RBI's Repo Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.</p> <p>15.4.4 The Operator expressly agrees that Termination Payment under this Article 15 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that the Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.</p> <p>15.4.5 As a consequence of Termination, irrespective of the reason for Termination, the Operator shall transfer all movable and immovable assets forming part of the Project Assets to the Authority upon the Transfer Date.</p>		
<p>Relevant Clause = Vol. II DCA Clause 16.3.2</p>	<p><b>DELETED THROUGH ADDENDUM</b></p> <p>16.3.2. In the event of any dispute relating to matters covered by and under this Article 16 only the Dispute</p>	<p>Revival of certain general clauses deleted from the agreement through addendum. All such clauses are the part of agreement under other projects and are justifiable to the extent</p>	<p>No change</p>

Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
(Deleted through Addendum)	Resolution Procedure shall apply.	<p>they follow the principal of equality between the authority and the concessionaire.</p> <p>S.No.99 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 16.3.3 regarding Dispute Resolution</p>	
<p>Relevant Clause = Vol. II DCA Clause 16.4.1</p> <p>(Deleted through Addendum)</p>	<p><b>DELETED THROUGH ADDENDUM</b></p> <p>16.4.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Parties.</p>	<p>Revival of certain general clauses deleted from the agreement through addendum. All such clauses are the part of agreement under other projects and are justifiable to the extent they follow the principal of equality between the authority and the concessionaire</p> <p>S.No.100 of the Addendum-1 dated 26.10.2021 proposes deletion of Clause No. 16.4.1 regarding smooth transfer of the project</p>	No change
		Several edits and deletions as	No change



Clause No.	Relevant Provision of the RFP document	Bidder's Query	Remarks of the Consultant
		<p>reflected at:</p> <ul style="list-style-type: none"> <li>i. S.No. 82,</li> <li>ii. S.No.83,</li> <li>iii. S.No.85,</li> <li>iv. S.No. 86,</li> <li>v. S.No.87 and</li> <li>vi. S.No.88</li> </ul> <p>of the Addendum-1 dated 26.10.2021 regarding Force Majeure events need assessment by HPIDB.</p> <p>These proposed amendments/deletions are making the project non executable and casting serious problems to the operator in situations where Force Majeure applies.</p>	