

35TH NATIONAL GAMES (KERALA)
Addendum on RFP for Games Village Development

S. No.	RFP Reference	Addendum
1.	Page 9, Clause 2.1	The Financial Bid of the Bidder should be based upon a Total Floor Area of 17.22 lacs square feet. The amount for the difference between this figure and the actual Total Floor Area achieved, & as certified by the appropriate authority, shall be paid by the Project Developer to KSHB, or vice versa, as the case may be, within 30 days of the Project Completion Date.
2.	Page 10, Clause 2.2.1	The Bidder may be a Company ("Individual Bidder") or a group of Companies ("Consortium Bidder"). The term Bidder used hereinafter would therefore apply to both an Individual Bidder and a Consortium Bidder. The Bidder should submit a Power of Attorney as per the format enclosed at Annex 4 and 5, authorizing the signatory of the Proposal to commit the Bidder.
3.	Page 33, Clause 4.2.3	The Project Developer shall construct one (1) Mock Unit, finished in all aspects within 100 days of signing the Project Development Agreement. The Mock Unit should be the type of Unit which would be developed in the largest numbers in the Residential Facility. The Mock Unit shall be finished as per the Final Technical Project Requirements. In addition the Project Developer shall provide all furnishings in the Mock Unit as specified in Annex 2, Section E, without any additional cost to NGS. The Mock Unit will be demolished only with the prior approval of NGS and KSHB.
4.	Page 37, Clause 4.5.2	Assuming the Games will be held during or after December 2011 , the Project Completion Date shall be no later than September 8, 2011 . However, in case of any postponement of the Games, the revised Project Completion Date shall be communicated to the Project Developer within 7 days of official declaration on the postponement. In that case, the number of days by which the Games are postponed from December 31, 2011 will be added to this date to reach at the revised Project Completion Date.

5.	Page 38, Clause 4.7.1	The Project Developer shall be responsible for maintenance and related operations of the Residential Apartments, and the Common Facilities as determined solely by NGS, till the end of the Games Period. All operation and maintenance by the Project Developer will be in accordance with the guidelines given by NGS/ KSHB , which will be established in conjunction with IOA. The Project Developer may operate and maintain through its own workforce subject to clearance from the security agencies and the workforce conforming to the requirements of NGS and IOA.
6.	Page 39 (New Clause)	4.10 The Project Developer may extend/ expand/ enhance the Residential Facility beyond the minimum requirement as given in this RFP post-Games. However, this extension should be completed, as certified by KSHB, within 15 months from the end of the Games Period.
7.	Page 48, Clause A1	Total Land area – Approximately 18 Acres with certain development and height restrictions specified by the Indian Air Force.
8.	Page 58 Annex 3, Clause A	The revised Project Milestones are given in Annexure 1 to this Addendum.
9.	Page 58, Note 2	Note 2 stands deleted.
10.	Page 60, Annex 3, Clause B	The liquidated damages amount to be paid by the Project Developer to NGS in case of non-achievement of each of the aforesaid Project Milestone shall be calculated at Rs.5,00,000/- (Rupees Five Lakhs) a day for each day of delay.
11.	Page 71, Bank Guarantee Clause	The schedule of Bank Guarantee validity stands revised to: <ul style="list-style-type: none"> a. For Rs.28,00,00,000/- (Rupees Twenty Eight Crores Only) up to January 31, 2011; b. For Rs.20,00,00,000/- (Rupees Twenty Crores Only) up to September 8, 2011; c. For Rs.50,00,000/- (Rupees Fifty Lakhs Only) up to December 31, 2011; d. For Rs.1,00,00,000/- (Rupees One Crore Only) up to June 30, 2012 and e. For Rs.50,00,000/- (Rupees Fifty Lakhs Only) up to December 31, 2012;

Annexure to Addendum

Milestone No.	Milestone	Time from the date of issue of Letter of Intent i.e. D-Day (estimated at July 15, 2010) including all holidays/ Sundays
1	Foundation Work (including Plinth Level) upto Plinth Level	D+90 days i.e. October 13, 2010
2	Structure work upto Ground floor slab level, including pillar, beam and slab work	D+150 days i.e. December 12, 2010
3	Structure Work upto G+1 level (wherever applicable), with associated electrical works and B.W.	D+200 days i.e. January 31, 2011
4	Structure Work upto G+2 level (wherever applicable), with associated electrical works and B.W.	D+250 days i.e. March 22, 2011
5	Completion of flooring and finishing, B.W with associated electrical works of all levels upto terrace level	D+360 days i.e. July 10, 2011
6	External finish of all levels & Completion of a. all electric work including lifts, Electric Sub-Station etc. and completion of Under Ground Reservoir/ Pump Rooms/ Lifts/ Pump Sets etc. b. façade	D+420 days i.e. September 8, 2011

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Reply to Queries on RFP for Games Village Development

S. No	RFP Reference	Clause	Query	Reply by NGS
1.	Page 9, Clause 2.1a and Page 16, Clause 2.14.1	<ul style="list-style-type: none"> • All the payments shall be made by way of a crossed demand draft which should be drawn in favour of 'National Games Secretariat', payable on any nationalized/ scheduled bank at Thiruvananthapuram. • Proposals would need to be accompanied by a Bank Draft to be deposited as Bid Security. The crossed demand draft should be drawn in favour of Chief Executive Officer & Secretary, National Games Secretariat, payable on any scheduled bank at Thiruvananthapuram. 	Request Authority to consider all payments by means of Bank Guarantee.	No change in Clause
2.	Page 12, Clause 2.2.5	The Bidder(s) may take note of 'Press Note 2 (2005)' issued by Ministry of Commerce & Industry, Government of India, as amended from time to time regarding the 100% Foreign Direct Investment through the automatic route in the Construction/ Development sector. However, the Bidder(s) is advised to check the latest guidelines regarding the same at the time of submitting the Proposal.	Request Authority to provide a copy of the latest guidelines issued by the Gol, which are applicable to the captioned Project.	The Bidder is advised to obtain the latest guidelines itself.
3.	<ul style="list-style-type: none"> • Page 28, Clause 3.1.2 A3 • Page 29, Clause 3.1.2 B3 • Page 68-69, Sheet No.3 	<ul style="list-style-type: none"> • The Bidder must have a minimum average annual Turnover of Rs.100,00,00,000/- (Rupees One Hundred Crores Only) over the last 3 (three) Financial Years from the business activities of Property Development. • The Lead Member of the Consortium must be engaged in the business of Property Development for a period of 3 (three) years. The experience should be for a minimum development of 2,00,000 (Two lacs) sq.m. of built-up area of multi-storey buildings with at least one assignment of 50,000 (Fifty Thousand) sq.m. of built-up-area of multi-storey buildings. 	<ul style="list-style-type: none"> • As net worth reflects the financial condition of the company, request Authority to consider only net worth as the financial qualification criteria for the Project. Alternatively, request Authority to consider general overall turnover of the company not specific to property development and/or sports facility development • Request Authority to consider 	No change in Clause

		<ul style="list-style-type: none"> • Experience of Bidder in Property Development Assignments (Instructions for Prequalification proposal response sheets) – All the above details should be given only for the entity applying in case of an Individual Bidder, and members in case of a Consortium Bidder, and not for its/ their parent/ subsidiary/ related companies. 	<p>experience of Applicants' parent / subsidiary/ related companies/ Associate as the same is followed under model RFQ document issued Planning Commission of India</p>	
4.	Page 34, Clause 4.3.1	The Bidders may note that the Project Developer would be responsible for obtaining necessary clearances, approvals and permits from appropriate authorities as might be required to implement the Project.	<ul style="list-style-type: none"> • Request the Authority to provide a comprehensive list of all applicable permits and clearances. • Given the adherence to timelines, request the Authority to provide all necessary permits and clearances. Project Developer shall assist the Authority in procurement of the same. 	No change in Clause
5.	Page 38, Clause 4.7.2	The above mentioned costs of operation and maintenance shall be borne by the Project Developer only. These costs shall not be adjusted against the interest free security deposits received from the owners of the Residential Apartments.	As the RFP document does not mention about interest free security deposits received from the owners of the Residential apartments, we request the Authority to explain in the detail the procedure for Allotment, retention and sale of Apartments to the third party.	These costs shall not be adjusted against the interest free security deposits, if any received from the owners of the Residential Apartments.