

# JAIPUR DEVELOPMENT AUTHORITY

Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302 004

Ref.....IDA/DC-13 (1002857)/2014/D-6962

Dated 06.01.2016

**Setting up and running of International Level Golf Course, Convention Centre, Exhibition Space, Hotels/Resorts AND for construction and sale of Residential Villas/Apartments/Serviced Apartments, Shopping Arcade, Multiplex at Achrol, Jaipur**

**(Development of Golf Course & Convention Centre on PPP mode at Achrol, Jaipur)**

Addenda to bid document in the context of queries raised by bidders during the pre-bid meeting held on 21.12.2015

A pre bid meeting for Development of Golf Course & Convention Centre on PPP mode at Achrol, Jaipur was held on 21.12.2015 at Jaipur Development Authority, Jaipur under the Chairmanship of Commissioner, Jaipur Development Authority. List of participants is attached at Annexure-1. The Addenda to bid document are hereby made which are as follows:

S.No.	Reference to Clause	Existing Provision	As Amended	Remarks
1.	S.No. 20 of Bid Data Sheet, ITB (Volume-I)	<p><b>Nature of Bidder</b> - A Bidder may be a single entity or a group of entities (the "Consortium"), with a formal intent to enter into an agreement or under an existing agreement to form a Consortium to bid for and implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of or be associated with another Bidder, in any manner. The number of members in a Consortium shall not exceed 3 and one among them shall be the Lead Member of the Consortium.</p> <p>Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956.</p> <p>The Preferred Bidder (a single entity or Consortium, as the case may be) shall have to incorporate a special purpose company (Concessionaire) within 120 days of the date of the Letter of Award for implementing the Project.</p>	<p><b>Nature of Bidder</b> - A Bidder may be a single entity or a group of entities (the "Consortium"), with a formal intent to enter into an agreement or under an existing agreement to form a Consortium to bid for and implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of or be associated with another Bidder, in any manner. The number of members in a Consortium shall not exceed 5 and one among them shall be the Lead Member of the Consortium.</p> <p>Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956.</p> <p>The Preferred Bidder (a single entity or Consortium, as the case may be) shall have to incorporate a special purpose company (Concessionaire) within 30 days of the date of the Letter of Award for implementing the Project.</p>	In view of the amendment so made, all Articles, Sub Articles of Draft Authorization Agreement as well as Volume I and Volume II which pertain to number of members in a consortium and time period for incorporation of special purpose company (Concessionaire) shall stand modified to this extent mutatis mutandis.



S.No.	Reference to Clause	Existing Provision	As Amended	Remarks
2.	S.No. 24 of Bid Data Sheet, ITB (Volume-I)	<p><b>Payments to be made by the Preferred Bidder to JDA -</b></p> <p>a) <b>Total Upfront Amount:</b> 'Total Upfront Amount' shall be arithmetic sum of the 'Reserve Upfront Amount' amount of Rs. 265.00 crores (Rupees two hundred sixty five crore) fixed by JDA and the 'Additional Upfront Amount' quoted by the Bidder. All taxes as applicable under the laws of India shall also be payable by the Preferred Bidder.</p> <p><b>Total Upfront Amount shall be a one-time (non-recurring) payment by the Preferred Bidder which shall be permitted in the following instalments:</b></p> <p>i. <i>15% shall be paid within 72 hours from the issue of LoA</i></p> <p>ii. <i>10% within 30 days from the issue of LoA</i></p> <p>iii. <i>Remaining 75% in three equal instalments within 60, 90 and 120 days respectively from the issue of LoA</i></p> <p><i>(These instalments shall not carry</i></p>	<p><b>Payments to be made by the Preferred Bidder to JDA -</b></p> <p>a) <b>Total Upfront Amount:</b> 'Total Upfront Amount' shall be arithmetic sum of the 'Reserve Upfront Amount' amount of Rs. 265.00 crores (Rupees two hundred sixty five crore) fixed by JDA and the 'Additional Upfront Amount' quoted by the Bidder. All taxes as applicable under the laws of India shall also be payable by the Preferred Bidder.</p> <p><b>Total Upfront Amount shall be a one-time (non-recurring) payment by the Preferred Bidder which shall be made in four equal instalments as follows:</b></p> <p>i. <i>1<sup>st</sup> instalment before signing of the Authorization Agreement</i></p> <p>ii. <i>2<sup>nd</sup> instalment within 4 months from signing of the Authorization Agreement</i></p> <p>iii. <i>3<sup>rd</sup> instalment within 8 months from signing of the Authorization Agreement</i></p> <p>iv. <i>4<sup>th</sup> instalment within 12 months</i></p>	<p>In view of the amendment so made, all Articles, Sub Articles of Volume I and Volume II which pertain to payment of Total Upfront Amount shall stand modified to this extent mutatis mutandis and accordingly in the Draft Authorization Agreement suitable articles/sub-articles shall be added before signing the same.</p>

S.No.	Reference to Clause	Existing Provision	As Amended	Remarks
		any interest. However, any delay in payment of these instalments beyond the specified time lines would carry an interest @ rate of 22.5% per annum. For avoidance of doubt, it is clarified that the entire payment of Total Upfront Amount shall be made within 120 days from the date of issue of LoA)	from signing of the Authorization Agreement (These instalments shall not carry any interest. However, any delay in payment of these instalments beyond the specified time lines would carry an interest @ rate of 22.5% per annum. For avoidance of doubt, it is clarified that the entire payment of Total Upfront Amount shall be made within 12 months from the date of signing of the Authorization Agreement)	
3.	S.No. 28 of Bid Data Sheet, ITB (Volume-I)	<p><b>Signing of Authorization Agreement (AA)</b></p> <p>- The Preferred Bidder would be issued a Letter of Award (LoA), inviting to sign the Authorization Agreement (AA).</p> <p>The Preferred Bidder shall return a duplicate copy of Letter of Award (LoA) as issued by JDA, duly signed by Authorized Signatory within <b>15 (fifteen)</b> days from the date of issue of LoA.</p> <p>Within <b>150 (one hundred and fifty)</b> days from the date of issue of LoA, the Preferred Bidder shall along with the Concessionaire (Special Purpose Company) sign the AA with JDA, provided</p>	<p><b>Signing of Authorization Agreement (AA)</b></p> <p>- The Preferred Bidder would be issued a Letter of Award (LoA), inviting to sign the Authorization Agreement (AA).</p> <p>The Preferred Bidder shall return a duplicate copy of Letter of Award (LoA) as issued by JDA, duly signed by Authorized Signatory within <b>15 (Fifteen)</b> days from the date of issue of LoA.</p> <p>Within <b>30 (thirty)</b> days from the date of issue of LoA, the Preferred Bidder shall along with the Concessionaire (Special Purpose Company) sign the AA with JDA, provided that the <b>first instalment of</b></p>	In view of the amendment so made, all Articles, Sub Articles of Draft Authorization Agreement as well as Volume I and Volume II which pertain to Signing of Authorization Agreement (AA) shall stand modified to this extent mutatis mutandis.



S.No.	Reference to Clause	Existing Provision	As Amended	Remarks
		<p>that the Total Upfront Amount has been paid by the Preferred Bidder, Construction Performance Security has been furnished to JDA and Project Development Fee has been paid to PDCOR as defined in RFP. The period of <b>150 days</b> has been provided to the Preferred Bidder so that it can incorporate the SPC as per the terms of the RFP document and performs such other acts as are required prior to signing of AA.</p> <p>However, the Successful Bidder shall be allowed to apply for approvals related to building plan etc. after the deposit of 25% of the Total Upfront Amount within 30 days of issue of LoA.</p>	<p><b>Total Upfront Amount</b> has been paid by the Preferred Bidder, Construction Performance Security has been furnished to JDA and Project Development Fee has been paid to PDCOR as defined in RFP. The period of <b>30 days</b> has been provided to the Preferred Bidder so that it can incorporate the SPC as per the terms of the RFP document and performs such other acts as are required prior to signing of AA.</p> <p>However, the Successful Bidder shall be allowed to apply for approvals related to building plan etc. after the deposit of 25% of the Total Upfront Amount within 30 days of issue of LoA.</p>	
4.	S.No. 30 of Bid Data Sheet, ITB (Volume-I)	<p><b>Sale/Transfer of Residential Facilities -</b></p> <p>The Concessionaire shall have a transferrable title in respect of the built up Residential Facilities and shall be entitled to sub-lease/transfer/sale the built up Residential Facilities under a sub-lease/ transfer/sale deed to be approved by JDA as per the provisions of the Authorization Agreement.</p> <p>The Concessionaire shall not be allowed to market/ launch the Residential</p>	<p><b>Sale/Transfer of Residential Facilities -</b></p> <p>The Concessionaire shall have a transferrable title in respect of the built up Residential Facilities and shall be entitled to sub-lease/transfer/sale the built up Residential Facilities under a sub-lease/ transfer/sale deed to be approved by JDA as per the provisions of the Authorization Agreement.</p> <p>The Concessionaire shall not be allowed to market/ launch the Residential</p>	<p>In view of the amendment so made, all Articles, Sub Articles of Draft Authorization Agreement as well as Volume I and Volume II which pertain to withdrawal from an exclusive bank account shall stand modified to this extent mutatis mutandis.</p>

S.No.	Reference to Clause	Existing Provision	As Amended	Remarks
		<p>Facilities and receive any consideration of whatsoever nature from the intended buyers of the built up Residential Facilities until it has completed the construction of the Golf Course (9 Holes) with Luxury Club House as defined under MDO.</p> <p>Upon fulfilling these obligations the Concessionaire shall be allowed to market/ launch the Residential Facilities and receive considerations (whether part or in full) from the intended buyers. However, all such considerations shall be deposited in an exclusive bank account and no withdrawal from such bank account shall be allowed until the Concessionaire has achieved the COD.</p>	<p>Facilities and receive any consideration of whatsoever nature from the intended buyers of the built up Residential Facilities until it has completed the construction of the Golf Course (9 Holes) with Luxury Club House as defined under MDO.</p> <p>Upon fulfilling these obligations the Concessionaire shall be allowed to market/ launch the Residential Facilities and receive considerations (whether part or in full) from the intended buyers. However, all such considerations shall be deposited in an exclusive bank account (Escrow Account) and withdrawal from such bank account shall be allowed in the following manner:</p> <p>(i) On completion of Multipurpose and Divisible Indoor Exhibition Hall/s with minimum area of 25,000 sqm:- 30% of total amount available in the exclusive bank account on that date</p> <p>(ii) On completion of Multipurpose and Divisible Outdoor Exhibition Space with minimum area of 37500 sqm:- 30% of total amount available in the</p>	



S.No.	Reference to Clause	Existing Provision	As Amended	Remarks
			<p>exclusive bank account on that date</p> <p>(iii) On completion of Multipurpose and Divisible Convention Centre/Plenary Hall for 5,000 delegates:- 30% of total amount available in the exclusive bank account on that date</p> <p>(iv) On completion of 4-Star or above category hotel/s with minimum 250 keys:- 10% of total amount available in the exclusive bank account on that date</p> <p>Remaining amount, if any, in the exclusive bank account shall be allowed to be withdrawn on achievement of COD by the Concessionaire.</p>	

**Note:-**

- In the context of above addenda, articles of Draft Authorization Agreement shall be modified/added before signing of the Authorization Agreement.

The addenda as above shall form part of the Bid Document.

  
 Secretary,  
 Jaipur Development Authority,  
 Jaipur

**Annexure -1**

**List of participants**

S. No.	Name of Officer
<b>Jaipur Development Authority</b>	
1.	Shri Dev Raj Singh, Director (Finance)
2.	Ms. Lavang Sharma, Director (Town Planning)
3.	Shri Brijesh Kishore Sharma, OSD (RM)
4.	Shri Birbal Singh Shekhawat, DC (Zone-13)
5.	Shri B. D. Sharma, Executive Engineer (Zone-13)
<b>Entrepreneurs</b>	
6.	Shri Girish Dabrai, Managing Director, MAAD Construction Company Private Limited, Mumbai
7.	Shri Ramesh Dangayach, Managing Director, Dangayach Infra Limited, Jaipur
8.	Shri Nawal Kishore Dangayach, Tirupati Industries Vilasa Group, Jaipur
<b>PDCOR Limited</b>	
9.	Dr. Vinayak Pandey
10.	Shri V.N. Saksena
11.	Shri Vikas Raj Jain

