



PRE-BID CLARIFICATIONS TO QUERIES

Project: DEVELOPMENT OF HMDA's CENTRAL OFFICE BUILDING AT HITEX, ON JOINT DEVELOPMENT BASIS, ON PPP MODE:
REPLIES TO PRE-BID QUERIES

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
1.	IV.(m) of EOI-cum-RFP ¹ Clause 1.1m of Draft DA ²	4	Definition of built -up area	<p>1. Wherever BUA is mentioned, it is to be replaced by Super Built up area which should be defined as the total constructed area including common areas but excluding car parking. Super-built up area should consider all the exclusions stated in the clause.</p> <p>2. Since Super Built Up Area is the industry norm, HMDA may kindly consider Carpet area + 25% mark up which may be defined as Built Up Area.</p> <p>3. Request HMDA to thus accordingly consider their share of 200000 sft in terms of Built Up Area rather than carpet area</p>	No change. As per RFP
2.	2.2.2. ii of EOI-cum-RFP	14	The Developer shall construct and handover to HMDA a self contained office complex for HMDA's centralized Central Office Building, initially for a	1. Please clarify whether the land area is 2 acres 1 Gunta or 2.01 Acres.	The Land area is 2.01 acres.

¹ Expression of Interest –cum-Request for proposal

² Development Agreement

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
	Clause 1.1b of Draft DA & Clause 2.5b of Draft DA		built up area of 2,00,000 Sq.Ft in an area of about 2.01 acres.	<p>2. Request permit the 300 ECS to be given to HMDA to be located part of this site area of 2.01 acres, as otherwise the balance net land available for development is shrinking the volume of development below 8 lakh sq.ft.</p> <p>3. HMDA requested to reduce quantum of Additional Car parking to 100 numbers and same will be provided in HMDA's share of Land</p> <p>4. As regards to the additional 300 car parks for the future expansion, please confirm that the construction cost will be incurred by HMDA, if the developer makes a provision in the 2.01 acres.</p>	<p>No Change. As per RFP document.</p> <p>It is desirable that the additional car park of 300 ECS and the additional 300 car parks for future expansion are provided in the Developer's Share of Land. However Bidder's may propose seamless connected basement(s) across both HMDA's and Developer's Share of land. Provided, satisfactory provisions are made to enable physical separation of HMDA's Share of Car parking from the Developer's Share of Car parking.</p> <p>As per the RFP document The construction cost will be borne by the Developer.</p> <p>Please refer S.No. 19 of Addendum</p>
3.	Schedule B1. Part II Pt.6 of EOI-cum-RFP	65	Some of the areas in basement can be used for locating utility requirements. 45% of BUA needs to be mandatorily provided as parking facility for HMDA	Please permit for the 45% car park to be provided as a mix of covered and uncovered instead of fully covered.	<p>No change. As per the RFP document</p> <p>Please refer S.No. 19 of Addendum</p>

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			Office in basement and/or stilt area. Additional parking area required by HMDA after vertical expansion needs to be accommodated in the areas allocated to the Developer either in the open areas or in basements for additional parking area for at least 300 four wheelers required by HMDA, when the BUA is increased through expansion.		
4.	Schedule B2 \$11.Pt.1 of EOI-cum-RFP	70	<p>Orientation of the Building</p> <p>The building shall be laid out and designed on the basis of sun path and wind direction</p>	Request not to make this as a mandatory requirement, as a lot of space will be wasted and site cannot be utilized to its full capacity. However, the design will cater to the mentioned requirement to maximum possible extent.	The stipulation is not mandatory. Modified as per the S.No. 11 of Addendum
5.	Schedule B2 \$13 of EOI-cum-RFP	71	<p>Atrium</p> <p>The depth of courtyard shall be at least 50% of the building depth as per G.O. 86</p>	<p>1. Request not to make the Atrium a mandatory element. Rather flexibility in design should be encouraged to achieve maximum floor area and efficiency of building.</p> <p>As per GO 86, the depth mentioned in RFP holds good only for 'U-type' buildings. The same is quoted for reference below.</p> <p>As an encouragement for developing 'U'-type buildings</p>	<p>Not mandatory – Option left to the developer as it depends upon the shape of the building proposed to be designed</p> <p>Modified as per the S.No. 12 of Addendum</p>

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
				<p>with central courtyards, the setbacks of sides and rear, except the front setback, can be reduced provided the depth of such courtyard shall be at least 50% of the average building depth.</p> <p>2. HMDA may consider an amendment in this definition</p>	
6.	III. – Bid Process Schedule of EOI-cum-RFP	3	Bid Due Date	Request for extension from many prospective bidders	Modified as per S.No. 1 of Addendum
7.	Clause 3.3.1 of EOI-cum-RFP	20	Performance security	<p>a) Request for reduction of the Performance security amount and</p> <p>b) Restrict the period upto handover of HMDA's share of space and not for the entire project implementation period (6 years).</p>	No change. As per the RFP document
8.	IV. (cc) of EOI-cum-RFP Clause 1.1 bb of Draft DA	6	Gross revenues	<p>1. To exclude Maintenance income as it has a sizeable cost attached.</p> <p>2. We suggest that the definition can exclude Water and Electricity Deposit, Deposit towards Corpus</p>	Modified as per S.No. 2 of Addendum

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
				fund, Club Membership Fee, Car Parking and Maintenance Fee as they are passed on to various Authorities and Service Providers .	
9.	Clause 3.1.6 of EOI-cum-RFP	18	HMDA shall appoint a consulting engineering firm or body corporate {the "Independent Engineer") to monitor the implementation of the Project and undertake and perform the duties, work, services and activities required of it under the Development Agreement. The remuneration, cost and expenses of the Independent Engineer shall be paid to the Independent Engineer by HMDA, and the same shall be borne equally by HMDA and the Developer.	<p>1. Request the same to be borne by HMDA.</p> <p>2. HMDA to define the exact scope of the Independent Engineer and their Duties and same to be restricted to HMDA's share</p> <p>3. Kindly provide us what percentage of the project cost value shall be remuneration to IE which shall be borne by the Developer</p>	<p>No change. As per the RFP document</p> <p>As per S.No. 8, 9 & 10 of Addendum.</p> <p>The remuneration shall be borne equally between HMDA and the Developer. Generally the remuneration of the Independent Engineer (IE) will be about 2% of the Estimated Cost. The agency for IE and the remuneration will be finalized with the Successful Bidder prior to the approval of DPR.</p>
10.	Clause 3.6 of EOI-cum-RFP	21	Project Development fee	<p>1) a) Request this to be reduced and</p> <p>b) Allow payment of the same in installments along with</p>	No change. As per the RFP document

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
				<p>the Minimum Guaranteed Amount.</p> <p>2. It is requested to HMDA that the fee should be linked with the successful completion of project and the same should be paid to HMDA in tenure of two years.</p>	
11.	<p>Clauses 1.3.1.1 of EOI-cum-RFP & Clause 5.2.4 of EOI-cum-RFP</p>	11 & 31	<p>Qualification Criteria</p> <p>Bidder should be in existence for a minimum period of 5 years</p> <p>Financial capacity</p>	Can the existence of Associates be counted for these?	Modified as per S.No. 13 of Addendum
12.	Clause 1.3.2 of EOI-cum-RFP document	12	<p>Qualification Criteria</p> <p>A. Experience as developer and /or construction contractor in IT/ITES related real estate development:</p> <ul style="list-style-type: none"> The Bidder should have completed developments related to IT/ITES totaling at least 15 Lakh Sq Ft of Built-up area in the last ten years 	<p>The bidder should have completed atleast developments related to Residential/IT/ITES totaling to 15 lakh sq.ft. of Built-up area in the last ten years including the current financial year</p>	<p>As per S.No.14 and S.No. 16 of the Addendum.</p> <p>The last ten years/five years as referred in the said Clauses shall include the current financial year.</p>

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			<p>• The Bidder should have completed at least one single project/building related to IT/ITES having a Built-up area of at least 5 Lakh Sq.ft in the last ten years</p> <p>B. Experience as a Joint Venture partner in Public Private Partnership (PPP) project:</p> <p>The Bidder should have successfully developed at least one large PPP project having a minimum Built-up area of 2,00,000 Sq.ft such as exhibition/convention centre or IT/ITES offices in the last ten years, on a Joint Venture basis with the Government or its agencies, wherein the Government/Government Agency shall hold a minimum of 10% of the subscribed and paid-up equity of the project company.</p>	<p>The Bidder should have completed atleast one single project related to Residential/IT/ITES having a built-up area of atleast 5 lakhs sft in the last five years including the current financial year.</p> <p>The Bidder should have successfully developed at least one large PPP project having a minimum Built-up area of 2,00,000 Sq.ft such as exhibition/convention centre/residential/IT/ITES offices in the last ten years including the current financial year.</p>	
13.	Clause No. 1.3.2	12	<p>Qualification Criteria</p> <p>The Bidder's competence and capability is proposed to be established by the following parameters:</p> <p>a) Technical Capacity; and</p>	<p>1. Kindly remove the technical criteria completely as this is a PPP mode project.</p> <p>(Or)</p> <p>Kindly modify the Technical Requirement as follows</p>	As per S.Nos. 14 & 16 of Addendum

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			<p>b) Financial Capacity</p> <p>Experience as developer and /or construction contractor in IT/ITES related real estate development:</p> <p>The Bidder should have completed developments related to IT/ITES totaling at least 15 Lakh Sq Ft of Built-up area in the last ten years.</p> <p>The Bidder should have completed at least one single project/building related to IT/ITES having a Built-up area of at least 5 Lakh Sq.ft in the last ten years</p>	<p>Consider Experience as developer/Constructor in IT/ITES / Township/ Commercial complex/Hospitality/Residential area/ Office Building related real estate development</p> <p>2. The Bidder should have completed development/ Construction related to IT/ITES/Township/Commercial complex/Hospitality/Residential area/ Office Building totaling at least 12 Lakhs Sq Ft of Built-up area in the last ten years.</p> <p>The Bidder should have completed developments/ Construction at least one single project/building related to IT/ITES/Township/Commercial complex/Hospitality /Residential area/ Office Building having a Built-up area of at least 5 Lakh</p>	

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			<p>The Bidder shall be a single entity only and the term "Bidder" hereafter would therefore apply to a single entity. The purchaser of this EOI-cum-RFP document should be a single bidding Consortium of entities is not permitted.</p>	<p>Sq.ft in the last ten years (Or) Kindly allow the Bidders to come with Joint Venture Partnership.</p>	
14.	Clause 1.3.2 (A) of EOI-cum-RFP document	12	<p>The Bidder is required to satisfactorily demonstrate the following minimum Technical Capacity:</p> <p>A. Experience as developer and /or construction contractor in IT/ITES related real estate development</p> <ul style="list-style-type: none"> •The Bidder should have completed developments related to IT/ITES totaling at least 15 Lakh Sq Ft of Built-up area in the last ten years •The Bidder should have completed at least one single project/building related to IT/ITES having a Built-up area of at least 5 Lakh Sq.ft in the last ten years 	<p>Request to include experience in Retail / Residential together with associates.</p> <p>Request to include experience in Retail / Residential together with associates.</p> <p>Request to include experience in Retail / Residential together with associates.</p>	As per S.No. 14 & 16 of Addendum

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			<p>Experience as a Joint Venture partner in Public Private Partnership (PPP) project:</p> <p>The Bidder should have successfully developed at least one large PPP project having a minimum Built-up area of 2,00,000 Sq.ft such as exhibition/convention centre or IT/ITES offices in the last ten years, on a Joint Venture basis with the Government or its agencies, wherein the Government/Government Agency shall hold a minimum of 10% of the subscribed and paid-up equity of the project company.</p>	<p>HMDA may consider waiving this completely or reducing to holding 26% stake in PPP Venture through self or associates.</p>	
15.	<p>Clause 5.4.3 of EOI-cum-RFP</p> <p>Clause 1.5 of EOI-cum-RFP</p>	34	Threshold Value	<p>1. Request for a sizeable reduction of the Threshold Value due to significantly subdued real estate market.</p> <p>2. It is requested that the bidder should not be bound to a lower limit of 20 Crores. The Bidder should have option to pay the commercial offer irrespective of threshold value.</p>	No change. As per the RFP document

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
16.	Clause 2.2.2.(ii) of EOI-cum-RFP Clause 8.11 of Draft DA	14	O&M	<ol style="list-style-type: none"> 1. Request HMDA to reimburse the cost of O&M at actuals. 2. Utility and other consumption charges to be borne by HMDA. 3. Please clarify that the O&M will be undertaken in common areas and not in the interiors of the office. 4. HMDA requested to define the service and same to be collected at reimbursable cost. 	<p>No change. As per the RFP document</p> <p>As per S.No. 3 & S.No. 4 of Addendum</p>
17.	IV. y) of EOI-cum-RFP and 1.1 (u) of Draft DA	6	<p>Financial closure</p> <p>"Financial Closure" means the closure of the entire finances required for construction and development of the Project in accordance with the Development Agreement. Financial Closure is deemed to be achieved on the earlier of the following dates (i) the date on which the Financing Documents are executed, all conditions precedent under such Financing Documents are duly fulfilled and the Developer is entitled there under to drawdown the entire funding required for construction and development of the Project</p>	<ol style="list-style-type: none"> 1. This may please be changed as "...required for completion of HMDA's Central Office building" instead of the entire project. 2. HMDA may amend (ii) in the definition to state as first drawdown in funding tied up for entire project. 	As per S.No. 5 of Addendum

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
18.	Clause 8.5 of EOI-cum-RFP & 9.1 .(c) of Draft DA	97 & 99	<p>The Developer shall be obligated to achieve Financial Closure within a period of 120 (one hundred and eighty) days from the Execution Date.</p> <p>To achieve Financial Closure within a period of 120 (one hundred and eighty) days from the Execution Date;</p>	<p>a) Discrepancy between numbers and words to be clarified.</p> <p>b) Request for a timeframe of 6 months for the same, as the process in Banks/Financial Institutions</p>	<p>As per S.No. 6 of Addendum</p> <p>The Developer shall achieve Financial Closure within a period of 120 (one hundred and twenty) days from the Execution Date</p>
19.	Clause 1.1 n of Draft DA	82	"Defect Liability Period" in respect of HMDA's Corporate Office shall mean a period of... from the date of completion of Development of HMDA's corporate Office.	Request the same to be kept as 1 year instead of 2 years.	No change. As per the RFP document
20.	Clause 3.4 of Draft DA	92	The Developer shall achieve Final Completion as per the time lines set out in Annexure - 2 hereto, and shall, immediately thereafter, transfer and handover HMDA"s Central Office Building and the Additional Car Parks together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to HMDA. The Developer shall transfer and hand over HMDA"s Central Office Building and the Additional Car Parks	Transfer modalities of the land and developed space to be clearly specified. To also confirm that the Stamp Duty and Registration Charges for any transfer to HMDA to be borne by HMDA.	Refer modified clause 3.3.1 of Draft DA as per S.No. 20 of Addendum

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			to HMDA in a manner acceptable to HMDA, and shall, if required by HMDA execute and register one or more transfer deeds in favor of HMDA and/or its nominees.		
21.	Clause 9.3 Pt (i) of Draft DA	99	Material obligation of HMDA- to provide the project site free of all title issues and encumbrances to the developer for the purposes of implementation of the project subject however to the terms and conditions contained in this agreement.	Timeline for handing over of land to be specified	Inserted as per S. No. 17 of Addendum.
22.	Clause 11.4(b) of Draft DA	104	Force Majeure - The Developer shall be allowed additional time to complete the work envisaged under this Agreement equivalent to the days the Force Majeure Event continues. However, no change in commercial terms shall be allowed on account of a Force Majeure Event occurring during the Project Implementation period.	The revenue recognition date or revenue sharing schedule as the case may be, to be also proportionately extended.	Modified as per S.No. 18 of the Addendum
23.	Clause 12 of Draft DA	104 In addition, HMDA and the Developer shall each nominate 2 (two) representatives to serve on the Co-ordination Committee. The Co-ordination Committee shall fulfill such responsibilities as are vested in it (a) under the provisions of this Agreement and (b) jointly by HMDA and the	What happens in the case of dispute on any issue, since all decisions have to be taken by unanimous vote?	Clause 17 of the Development Agreement provides for resolution of a dispute by amicable discussions.

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			Developer (by mutual consent) from time to time. All decisions of the Co-ordination Committee shall be taken by unanimous vote. ...		
24.	Clause 13.1 of Draft DA	105	Non-Assignability - Except as otherwise expressly permitted under this Agreement, no Party shall directly or indirectly assign the whole or part of their respective interest and / or benefits or obligations under this Agreement or any part thereof to any person or party in any manner whatsoever, without procuring the prior written consent of the other Party.	Assignment to group company/associate company etc by Developer to be allowed	As per the RFP document
25.	Clause 3.2 of EOI-cum-RFP	18-19 the Developer shall pay the higher of the following amounts to HMDA as and by way of Revenue Share, each Accounting Year and for a total of 5 (five) Accounting Years commencing with the Accounting Year in which the Revenue Recognition Date has occurred: (a) Annual Minimum Guaranteed Amount, or (b) 5% of the actual Gross Revenues of the Developer in respect of each such Accounting year.	1. Kindly elaborate the revenue sharing pattern with example, and what percentage of inflation should be considered. 2. Request for a reduction in the Revenue Sharing %, from the current 5% to 3% of the Gross Revenues, alongside the request made earlier for the reduction of the Threshold Value. These would help the viability of the project for the Developer in the depressed real estate market conditions and create a win-win	Pl refer clause 3.2.3 of Draft development Agreement. As per the RFP document

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
				situation.	
26.	Clause 4.13 of EOI-cum-RFP	22	“The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.”	As per tender document it is mentioned that "The Bid shall be valid for a period of not less than 120 days", it is requested to increase 120 days to 180days.	No change. As per the RFP document
27.	Clause no 2.2.2 ii of EOI-cum-RFP	14	"All the necessary statutory approvals will be obtained by the developer including the completion certificate for occupancy".	It is requested that the clearances from all necessary approval shall be obtained by the HMDA.	No change. As per the RFP document.
28.	Clause 1.1 of Draft DA	83(b) activities of works pertaining to final testing and commissioning of all the utility systems and equipments on completion of interior works, in relation to HMDA’s Central Office Building and the Additional Car Parks, including completion of repairs and remedial works notified by the Independent Engineer in the punch list, in conformity with the design parameters	We suggest to amend definition of Final Completion so as not to include HMDA's interiors works , since it is not in the scope of Developer and may considerably delay issue of NOC from HMDA	Modified as per S. No. 7 of the Addendum

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			and specifications		
29.	Clause 3.5.1 of Draft DA	92	<p>Within 30 days of the Developer achieving Completion of Development of HMDA's Share , the Co-ordination Committee shall inspect the HMDA's Share and all documents pertaining thereto (including the construction and development on HMDA's Share in Land) and shall, if satisfied that (a) Completion of Development of HMDA's Share has duly occurred, (b) HMDA's Central Office Building and the Additional Car Parks have been duly and properly transferred and handed over to HMDA, issue a "No-Objection Certificate" (the "Transfer NoC") to the Developer certifying that the Developer is entitled to Developer's Share, and that the Developer may, in exercise of the powers granted to it under the Power of Attorney, sell /transfer Developer's Share in such manner as the Developer deems fit. Upon due issuance of the Transfer NoC in respect of the Project, the Developer shall, in exercise of its powers under the</p>	<p>At present, Developer entitled to its share only after getting NOC and POA from HMDA which is linked to completion of HMDA Office Building Interiors; which is not in Developer's scope. We request that completion of development may be re defined to include only those activities within the Scope of the Developer.</p>	<p>Refer modified clause 3.5.1 as per S. No. 20 of Addendum</p>

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
			Power of Attorney, be entitled to sell / transfer Developer's Share in such manner as the Developer deems fit.		
30.	Clause 14.1 of Draft DA	105	The Developer shall ensure that all Project Assets which are owned / controlled by the Developer are fully insured and kept insured during the entire tenure of this Agreement at its own cost and expense against loss or damage from risks covered by "all-risk" policies customarily carried by reputable developers or owners of similar Project Assets based upon the international practices pertaining to projects of such nature and size, including third party claims for which the Developer is responsible, in each case naming the Developer, HMDA and the Lenders (as may be required by the Lenders) as primary or additional named insured or loss payees, as their respective interests may appear. The Developer shall also furnish HMDA with a copy of each policy of insurance maintained by the Developer pursuant to this Clause 14.	HMDA may be Loss payee only to the extent of its share of land and built up space. Hence requested for amending the Clause. Loss Payee not to be for Developers Share, as Bankers of Developers will object to the same.	No change. As per RFP document

S.No.	Clause No. & Section	Page No.	Reference Clause in the EOI-cum-RFP document	Bidders Query	Clarification
31.	Clause 8.12 of Draft DA	98	Upon completion of the Operation and Maintenance Period, the Developer shall (a) handover such quantity of spares to HMDA as shall be sufficient for the operation and maintenance of HMDA's Share for a further period of 2 (two) years. HMDA shall be entitled to require the Developer to supply additional spares in the event HMDA determines that the quantity of spares sought to be supplied by the Developer are not adequate for operation and maintenance of HMDA's Share for a further period of 2 (two) years, and (b) assist HMDA in appointing a management / service contractor for providing operation and maintenance services.	HMDA may consider O&M for equipment only for one year. O&M Services for first year can be with Developer excluding Consumption of consumables such as diesel to be reimbursed to Developer. O&M from second year to be in scope of HMDA, Developer can tie up the service and HMDA can directly reimburse the service provider for the same.	As per Sl. No. 15 of Addendum The operation & maintenance period of 2 years commences immediately after issuance of provisional completion certificate (completion of warm shell and testing of high end equipments). The developer will endeavour to supply spares for the equipments for operation & maintenance for a further period of 1 year (beyond mandatory 2 years after provisional completion) and assist HMDA in appointment of a facility management agency for taking over the operation & maintenance of HMDA's Central Office Complex.



GENERAL QUERIES

S.No.	Bidder's Query	Clarification
1.	<p>1. Please clarify the adjoining master plan road width. Request HMDA to facilitate an approval for development of the site based on unlimited height (as the main approach to the NAC/HITEX campus is of 30 meters width). Else, there is a severe constraint on account of height restriction and the existing power station, to even reach 1 Million sq.ft developments on the site.</p> <p>2. There is also a height issue considering the adjacent 30" road which does not give much lee way for increasing the area. Whether abutting road width is proposed to be increased from 24 m to 30 m as it will lead to increase in Built Up Area and viability of the Project.</p>	The width of the adjoining road shall be as per the master plan road, which is presently 24 Meters.
2.	Can the remedies of invoking Revenue Bank Guarantee, Performance Guarantee and claiming Damages be done simultaneously in case of a breach/non performance of obligation?	The Revenue Share Bank Guarantee can be invoked By HMDA in case of failure of the Developer to pay the Revenue Share as per the Development Agreement. The Performance Bank Guarantee can be invoked and damages can be claimed by HMDA in case Developer breaches the Development Agreement and fails to cure such breach within the specified cure period.
3.	It is requested to HMDA kindly clarify whether the project can be bagged on Premium basis instead of Paying of Grant to HMDA.	No change. As per the RFP document
4.	The Project site should be provided to bidder Encroachment free.	Refer Clause 9.3 Pt (i) of Draft DA
5.	HMDA should reimburse the cost of additional work which is not in the scope of the contractor.	No change. As per the RFP document
6.	In this volatile market HMDA should have Escalation provision for Main items such as steel, cement, etc.	No change. As per the RFP document



S.No.	Bidder's Query	Clarification
7.	It is requested to HMDA to provide the Building by law applicable for the project.	HMDA – Revised common building rules 2006 with amendments.
8.	HMDA has to also enlighten on the Electricity Substation already existing in the Land under Bid. Approximately 0.7 acres of land is being occupied which will again shrink the total land mass. HMDA may consider shifting the Utility space to another adjacent land.	The Substation shall not be relocated. The Bidders may plan their development accordingly.
9.	Associates may be redefined to mean Companies in which voting powers are 20% , as this is definition as per Companies Act	No Change. As per RFP document