



**RFP for Design, Build, Finance, Operate & Transfer
(DBFOT) OF 'MEGAPODE RESORT' at Sri Vijaya Puram**

Corrigendum

With reference to the RFP dated 28.07.2025 invited for Design, Build, Finance, Operate & transfer (DBFOT) of 'MEGAPODE RESORT' at Sri Vijaya Puram on PPP basis, responses for the pre-bid queries have been hosted in the websites <https://eprocure.andamannicobar.gov.in> and <https://aniidco.and.nic.in>

Further the last date for submission of online bids is hereby extended to 03.00 pm on 06.10.2025. The technical bids will be opened on the same day at 03.30 pm.

Senior Manager (Projects), ANIIDCO

F. No. 1-1745/ANIIDCO/Projects/2022-23 /Vol.V/1548 Dt.01.09.2025



अण्डमान तथा निकोबार द्वीपसमूह समन्वित विकास निगम लिमिटेड
(सरकारी उपक्रम)

ANDAMAN AND NICOBAR ISLANDS
INTEGRATED DEVELOPMENT CORPORATION LTD
(A Government undertaking)

CIN: U74999AN1988SGC000028, GSTIN: 35AACCA4070B1ZB

Responses on the Request for Proposal (RFP) Document for Development of Megapode Resort on PPP basis

With reference to the pre-bid meeting held on 14.08.2025, the response to the pre-bid queries for development of Megapode Resort on PPP basis are as under:

S.No.	Clause Ref.	Queries/suggestions	Response
1.	Construction Obligation/ restriction	Maximum Keys required to be developed, MDO Clarify if the minimum keys to be developed in terms of the respective RFPs, are absolute or subject to change based on environmental clearance, and whether expansion beyond the same in future is permitted.	It is the Mandatory Development Obligation (MDO) of the Concessionaire to develop and operate Minimum 100 Keys. The Concessionaire may opt to augment, increase or improve prescribed MDO as per own diligence; subject to adherence with development control regulations, CRZ Notification, Applicable Permits and Approvals relevant to Project Site. Please refer to RFP Clause 1.1.1 (Table Sl.no. 06).
2.		Area to be construction Clarify whether there is any minimum or maximum construction obligation/restriction in terms of Sqm/sq. Ft	The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website

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			<p>https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred.</p> <ul style="list-style-type: none">• Master Plan for Port Blair Planning Area – 2030,• The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments.• Port Blair Municipal Council Building Bye-Laws,								
3.	RFP Clause 1.1.3	<p>Scope includes power generation facility.</p> <p>Clarify what will be source of electricity and whether renewable sources (solar/wind) are mandatory or optional, and if diesel generators are allowed as backup</p>	<ul style="list-style-type: none">• Megapode is already an operational hotel/resort facility with existing power supply connection. Any requirement for obtaining additional load (beyond existing load)/renewal of existing clearances/name change/capacity enhancement/ power backup shall be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire in obtaining access to all necessary infrastructure facilities as per Clause 6.1.(b) of DCA.• There are no restrictions on the use of any type of source of power supply and Concessionaire is free to select any source, subject to Applicable Laws. The Authority is in the process for obtaining in-principal CRZ Clearance for the Project based on the Minimum Development Obligations defined in the RFP Clause 1.1.1. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below: <table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr><tr><td>Bio-degradable Waste Processor</td><td>0.164 TPD</td></tr><tr><td>Rooftop Solar</td><td>300 KW</td></tr></table>	Rainwater harvesting	8000 KLD	STP	75 KLD	Bio-degradable Waste Processor	0.164 TPD	Rooftop Solar	300 KW
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4	Source of fresh water	What is source of Fresh water.	<ul style="list-style-type: none"> Megapode Resort is already an operational hotel facility hotel/resort facility with existing water supply connection. Any requirement of obtaining additional capacity (beyond existing capacity)/ renewal of the existing clearances/name change/capacity enhancement, post signing of Agreement shall be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire in obtaining access to all necessary infrastructure facilities as per Clause 6.1.(b) of DCA.
5	Restrictions on use of Land	Clarify if there are any CRZ and forest land restrictions reducing usable construction area	<ul style="list-style-type: none"> The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm. For the proposed MDOs Forest Clearance, Wildlife Clearance and Environmental Clearance is not required for Megapode Resort redevelopment Project. In case Optional Development is exercised by the Concessionaire or in case the Concessionaire decides to augment, increase or improve prescribed MDO, Concessionaire would be responsible for all clearances including amended CRZ clearance. <p>The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively.</p> <ul style="list-style-type: none"> Apart from the above, the following byelaws would also need to be referred.

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			<ul style="list-style-type: none"> o Master Plan for Port Blair Planning Area – 2030, o The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. o Port Blair Municipal Council Building Bye-Laws, • Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
6	RFP Clause 2.2.3(i)	O&M Member requirements. Clarify if an in-principle agreement/MoU with an O&M partner is acceptable at bid stage instead of definitive agreement	At the Bidding stage, an O&M undertaking is required to be submitted by the Bidder. Please refer to Clause 2.2.2.1 (iii) and Clause 2.2.3 of the RFP document.
7	DCA Article 29 on Force Majeure	Force Majeure definition. Kindly clarify whether events such as pandemic-related travel bans, prolonged shipping/ferry disruptions due to weather, and cyclones in ANI region will be explicitly recognised as Force Majeure (Political or Indirect) events triggering time and cost relief	Please refer Clause 29.2 of Draft Concession Agreement.
8	DCA Schedule C – Development Standards	General reference to eco- tourism guidelines. Clarify whether MoEF&CC's Eco-Tourism guidelines 2021 or UT-specific guidelines take precedence in case of conflict	Concessionaire would need to adhere to policy and guidelines mentioned in Schedule C of Draft Concession Agreement.
9	DCA Article. 24 Payment Terms	Annual Concession Fee payment timeline Clarify whether first year's ACF is payable in full on COD or pro-rated based on operational months	Please refer Clause 24.2 of Draft Concession Agreement.

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10	Possession	DCA states possession of site given on Appointed Date; RFP suggests post-signing of agreement. Clarify exact milestone when site possession will be granted – at agreement signing, financial closure, or appointed date	Please refer to Clause 10.2 of Draft Concession Agreement.
11	Technical Criteria	DCA says Technical Criteria can be met through O&M experience; RFP specifies development experience. Confirm if pure O&M operators without development experience qualify.	Please refer to Clause 2.2.2 and Clause 2.2.3 of the RFP document.
12	Revenue share	DCA mentions revenue share changes only with mutual consent; RFP implies fixed rate Clarify whether bidder can propose alternate revenue share models in bid	No alternate revenue share model can be proposed. Please refer to Clause 1.2.6 of the RFP document and Article 24 of the Draft Concession Agreement.
13	DCA Force Majeure vs RFP	DCA omits “change in law” as force majeure; RFP includes it indirectly Clarify treatment of adverse legal changes affecting project feasibility.	Please refer Clause 29.4 (a) of Draft Concession Agreement.
14	DCA Termination Payments vs RFP	DCA mentions 90% debt due on termination; RFP silent. Clarify if bidder should assume full termination payment as per DCA or whether RFP will prevail if silent	Please refer to Clause 6.4 of RFP Document and Clause 1.4 of the Draft Concession Agreement.

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15	DCA Art. 4.2 vs RFP 1.1.4	DCA says clearances obtained by Concessionaire; RFP says ANIIDCO will Assist Clarify exact split of responsibility for statutory, environmental, and CRZ clearances.	Please refer to Appendix XI and Appendix XII of RFP and Schedule E of Draft Concession Agreement.
16	Please clarify about the detailed connectivity and mode of transports that can be availed for all reaching all the locations.		For Megapode Resort <ul style="list-style-type: none"> • Site accessible by Road • Veer Savarkar International Airport- 4.5 KMs by road • Phoenix Bay Jetty (2.3 kms by road), Aberdeen Jetty (3.8 kms by road), Haddo Jetty (2.7 kms by road).
17	What is the minimum threshold for ACF that a bidder can quote?		The Bidders are advised to undertake their own assessment of the minimum threshold of ACF. The Authority shall decide to disclose the reserve price for the ACF after receiving the financial bids and before opening the same to ensure transparency.
18	What happens only one bidder bids for a particular plot ? Will the bidder be allotted the plot or the ANIIDCO will conduct the bidding afresh ?		The authority shall decide necessary action in such case, subject to the provisions of the CVC guidelines/GFR provisions
19	Will there be any extension of the License Period ?		Extension of Concession Period beyond 50 years is not envisaged except in cases expressly provided in the DCA.
20	During the pre-bid meeting it was deliberated that a detailed feasibility/ viability study/report have been conducted by external agencies for the plots respectively. Please share the feasibility/viability report that has been conducted at the behest of ANIIDCO for the plots.		Feasibility study conducted for Megapode Resort is for internal estimation of ANIIDCO. Bidders are requested to conduct their own due diligence.

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21		Kindly share the breakup of the respective Project Costs that has been quoted for the plots by ANIIDCO.	<p>The Estimated Project Cost is derived based on internal estimation undertaken by the Authority.</p> <p>The Concessionaire is required to make their own assessment based on the MDOs.</p>
22		It is our humble request to increase the deadline to submit physical copies.	Please refer to Corrigendum.
23		Please clarify that how many day/per year is considered as occupancy period in view of the seasons tourism and rainy season?	Generally, September to March months is considered as the peak season in A&N Islands for Tourism and Hospitality Sector. However, Bidders need to undertake their own assessment for the same.
24		Have the authorities considered a Fixed Fees/Fixed Concession Fee and biddable the Gross Revenue share ?	Please refer to Article 24 of Draft Concession Agreement for the consideration payable by the Concessionaire.
25		Does the given construction period includes the time which will be required for approvals ?	Please refer to Clause 4.1.3 and Clause 4.4 of the Draft Concession Agreement.
26		Please clarify whether CRZ 2011 is applicable for projects?	As of date CRZ 2011 is applicable for Megapode Resort Development Project.
27		Kindly what are the environmental and maritime regulations that a Bidder has to keep in mind while construction and operation ? Kindly share link of all such norms as has been deliberated during the pre-bid meeting.	<ul style="list-style-type: none"> • The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. • Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> ○ Master Plan for Port Blair Planning Area – 2030,

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			<ul style="list-style-type: none"> ○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. ○ Port Blair Municipal Council Building Bye-Laws, ● Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
28		If we want to use our O&M experience for technical eligibility, do we still need to provide "developed" project details like commencement date, project cost, equity details etc. in Appendix I - Annex III of the Megapode Resort Bid?	In case O&M experience is used as per technical eligibility criteria mentioned in Clause 2.2.2 of RFP, equity details for such Eligible Projects is not required to be provided. However, all other details are to be provided by such Bidder as per format provided in Appendix I-Annex III of RFP.
29		Could you please clarify what the MDO 3, "Provide preferential reservation of Key(s) on a best offer basis for ANIIDCO." means and how is the Authority proposing to structure this arrangement?	If the Authority approaches Concessionaire for room booking, the Concessionaire may provide the best offer available at the given point of time, subject to availability of Key(s). Please refer Clause 21.4 of the Draft Concession Agreement.
30		Could you confirm there is no floor (minimum) value of the Annual concession Fee that has to be quoted?	The Bidders are advised to undertake their own assessment of the minimum threshold of ACF. The Authority shall decide to disclose the reserve price for the ACF after receiving the financial bids and before opening the same to ensure transparency.
31		Could you confirm that the Annual Concession Fee shall only be applicable from the 1st operational year and the winning bidder will not have to pay any concession during the construction period?	Yes, the understanding is correct. Please refer to Clause 24.1 of Draft Concession Agreement.
32		We would like for the authority to review the concession term (extend to 60 instead of 50) and also the construction period (to 4 years) given the complexity of supply chain with construction on islands.	No change. RFP and DCA conditions shall prevail.

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33		5% year on year escalation is too high. Even cities like Delhi have not seen CAGR of 5% over last 20 years. We propose the Authority to look at this and modify it to 10% every 3 years or 3% a year. Hospitality is a seasonal business and a multi-year escalation (10% every 3 years) will protect the operator and the Authority from seasonality	No change. RFP and DCA conditions shall prevail.
34		Could you provide us with a list of appendices and on what it needs to be printed (company letterhead, stamp paper, CA letterhead). Otherwise, please confirm that all appendices not marked stamp paper can be printed on letterhead	<p>The following Appendices have to be printed on stamp paper of appropriate value</p> <ol style="list-style-type: none"> 1. Appendix III – Power of Attorney for Signing of Bid. 2. Appendix IV – Power of Attorney for lead member of Consortium (if applicable) 3. Appendix V- Joint Bidding Agreement (if applicable). 4. Appendix XIII – O&M Undertaking (if applicable). <p>Instructions related to rest of the Appendices and submissions are already provided in the RFP.</p>
35		Please clarify in the Financial Proposal Template provided in the annexure, what is the difference between Annual Concession Fee for 1st Operational Year post COD in Rupees (1) and Total Amount (Without Taxes) (2)	The Total Amount (without Tax) column auto populates taking the amount quoted by the Concessionaire in the 'Annual Concession Fee for 1 st Operation Year' tab.
36	RFP Clause 1.2.6	Concession fee (the "Concession Fee") shall be payable in accordance with the provisions of the Concession Agreement and shall constitute combination of a Fixed Annual Concession Fee, escalated by 5% annually (the "Annual Concession Fee"), and 3.6%	The Authority has undertaken its own assessment in fixing the Gross Revenue Share and the Bidders are expected to take the same into account while preparing their Bids.

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		<p>(three- point six percent) of the annual Gross Revenues ("Gross Revenue Share").</p> <p>Page no. - 14 (RFP)</p> <p>We would be grateful if the Authority could kindly share the basis and considerations for determining the 3.6% Gross Revenue Share. This understanding will assist bidders in aligning their financial planning and structuring their proposals accordingly.</p>	
37	2.2.2.1 (ii)	<p>For the purpose of Technically Eligibility, "Eligible Project" shall mean:</p> <p>a) For hotel/ resort located in India, said hotel/ resort must be Certified as 5 Star/ 5 Star equivalent property by Ministry of Tourism</p> <p>Page no - 22 (RFP)</p> <p>We request the Authority to consider allowing participation from organizations that operate 3-Star and above properties, provided they meet the required Financial Capacity. This will enable capable bidders with sound financials but properties below 5-Star rating to participate.</p>	No change. RFP and DCA conditions shall prevail.

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38		As the project involves the development of an eco-tourism resort, it would be beneficial to define eco- tourism as a concept and practice, to ensure a common understanding among all stakeholders.	Eco tourism is a widely accepted term in the hospitality industry. Please refer to Eco-tourism Policy of Andaman and Nicobar Islands, dated 10th February 2015 for better understanding.
39		Eco-tourism properties typically do not follow a star categorization system; therefore, the requirement for star categorization as an eligibility criterion may be reconsidered. Instead, parameters such as the adoption of sustainability practices, possession of recognized sustainability certifications, and compliance with financial criteria could be considered.	No Change. The Concessionaire is mandated to develop a 5-Star /5-Star Luxury Resort, meeting certification standards for 5 Star/ 5 Star Equivalent or above category Hotel, as prescribed by Ministry of Tourism, Govt. of India. Concessionaire shall obtain and maintain the 5 Star Certification throughout the Operations Period.
40	Pg. 10 – Clause no 1.1.4	Estimated Project Cost INR 160.79 Crores. Indicative capital cost of the Project (the “Estimated Project Cost”) has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders Query - The clause states that the estimated project clause is 160.67 CR INR which is indicative capital cost calculated by ANIIDCO but since the Bid security and performance security is calculated on the same estimate request the administration to share the break-up of the estimate.	The Estimated Project Cost is derived based on internal estimation undertaken by the Authority. The Concessionaire is required to make their own assessment based on the MDOs.
41	Pg. 26 – Clause no 2.2.6	a. Number of members in a consortium shall not exceed 4 (four), but information sought in the Bid may be restricted to 3	Apart from the qualifying consortium members, the other consortium member can be part of any sector.

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		<p>(three) members in the order of their equity contribution;</p> <p>b. subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium.</p> <p>Query - Incase of consortium bid, besides the technically qualifying consortium member/s, if any other consortium member agrees to be a part of the same bid does that entity compulsorily needs to be from a certain defined sector of business?</p>	
42		<p>Subsidy</p> <p>As per subsidy guidelines and schemes offered in several states in India for development of tourism projects are there any such subsidy schemes for the project mentioned from the U.T of Andaman and Nicobar?</p>	<p>Please examine Tourism Policy and Guideline of Andaman and Nicobar Islands and Ministry of Tourism, Government of India for any tourism related subsidy.</p> <p>No pre-approved subsidy is available for the Project. The Concessionaire shall make its own assessment and in case of availability of any subsidy, shall make its own application.</p>
43		<p>Further sighting the magnitude of the project and logistic hardships due to proximity of the island with the nearest Indian main land region we request the Administration to extend their support for the following broad aspects and milestones of the projects:</p> <ul style="list-style-type: none"> Regulatory approvals Boat terminal infrastructure at the mentioned islands and locations for boat approach access 	<ul style="list-style-type: none"> Regulatory Approvals: Responsibility of the Authority shall be limited to providing facilitation assistance for procurement of applicable permits/clearances, subject to compliance by Concessionaire during the Concession Period. The Concessionaire, at its own risk and cost, shall be solely responsible for adhering to the conditions of applicable permits, clearances, approvals and licenses. Please refer to Schedule E and Clause 4.1 of the DCA and Appendix XII of the RFP.

S.No.	Clause Ref.	Queries/suggestions	Response
		<ul style="list-style-type: none"> Support in safety and environmental clearances Marketing Support 	<ul style="list-style-type: none"> Boat terminal infrastructure at the mentioned islands and locations for boat approach access – Not applicable for Megapode Resort Development. Support in safety and environmental clearances – Please refer to Clause 4.1 and Schedule E of DCA and Appendix XI and XII of RFP. Marketing Support: To be undertaken by the concessionaire.
44	Clause 2.2.2.1 of RFP Technical Capacity	ii) For the purpose of Technically Eligibility, "Eligible Project" shall mean: a) For hotel/resort located in India, said hotel/resort must be certified as 5 Star/5 Star equivalent property by Ministry of Tourism, Govt. of India. The Bidder shall have to submit the rating certificate along with this claim of experience. Query RFP FOR UPGRADATION AND O&M OF MTDC RESORTS ON PPP BASIS February 19, 2022 Technical Eligibility Criteria Technical Development Eligibility For demonstrating the technical development experience, the Bidder/consortium of Bidders shall during	No change. RFP and DCA conditions shall prevail.

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		<p>the last 10 years preceding the Cut-Off Date fulfill the criteria mentioned below. Only completed/operational projects allowed:</p> <ul style="list-style-type: none"> • For each project submitted, the Bidder claiming the project must have had 26% shareholding at the time of completion of the project (to be certified by Statutory Auditor). • In case of consortium, credentials of only those members can be added whose shareholding in this project was atleast 26% at the time of completion of the project. • Hotels acquired with controlling stake shall also be considered <p>Note: The Bidders / consortium of Bidders must satisfy the eligibility criteria through any one or more of the following five categories; Room count under Category A, B and C can be cumulated to meet the minimum threshold –</p> <p>Category A (Star Rated Hotels):</p> <ul style="list-style-type: none"> • Development of a minimum of 500 rooms having 3-star category and above. • The hotel must have completed at least 6 months of commercial operations. 	

S.No.	Clause Ref.	Queries/suggestions	Response
		<p>Category B (Unrated Formats):</p> <ul style="list-style-type: none"> Development of a minimum of 500 rooms with TRevPAR greater than Rs. 3,500 in financial year ending in March 2021 (or March 2020 in lieu of the pandemic). The hotel must have completed at least 6 months of commercial operations, <p>Category C (Subscription / Time Share Formats):</p> <ul style="list-style-type: none"> Development of a minimum of 500 rooms with the following specifications: <ul style="list-style-type: none"> Room size must be greater than or equal to 130 square feet. Bathroom size must be greater than or equal to 36 square feet. The hotel must have a restaurant. The hotel must have completed at least 6 months of commercial operations. <p>Category D (Luxury Villa Formats):</p> <ul style="list-style-type: none"> Development of a minimum of 50 rooms with TRevPAR greater than Rs. 3,500 in financial year ending in March 2021 (or March 2020 in lieu of the pandemic). 	

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		Category E (Real Estate Developers): <ul style="list-style-type: none"> Development of "Real Estate Projects" with cumulative project cost of at least Rs. 150 crores. (For the purposes of this RFP, "Real Estate Project" shall mean experience in development of residential/offices/ commercial buildings, amusement parks, convention centers, exhibition centers, other hospitality projects or tourism infrastructure) 	
45		Please clarify whether soil / Local land can be used for construction.	Concessionaire shall make their own arrangements for procuring construction & building materials.
46		When there is a Gross revenue share of 2% of annual Gross Revenue then increase in Annual Concession Fee (ACF) of 5% every year is not justified Whereas WPI is also not increased by 5% every year. There should be no increase in Annual Concession Fee (ACF) during entire concession period.	No change. RFP and DCA of Megapode Resort Development Project conditions shall prevail.
47		Please clarify if bidders have flexibility to propose alternate architectural and site layout designs provided the minimum number of keys and facilities are achieved, or must the bidder strictly follow any prescribed layout in the RFP.	The Concessionaire shall have the flexibility to propose alternate architectural and site layout designs for development, provided the Mandatory Development Obligations (MDOs) are achieved, as prescribed in RFP. Clause 1.1.1 of RFP and Clause 12.3 & Schedule B of Draft Concession Agreement amongst other relevant provisions may also be referred.

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48		Please confirm the exact criteria for obtaining 5-Star classification upon completion of the project, including any specific Ministry of Tourism guidelines or local tourism standards that must be met at COD.	Please refer to RFP Clause 1.1.1 (Table Sl.no. 06) and Clause 2.2.2.1 of Draft Concession Agreement.				
49		Please provide details of available facilities wrt water supply, electricity, existing resorts and other permanent structures.	Megapode is already an operational hotel/resort facility with existing utility connections.				
50		Will the Authority provide any utility connections such as water, electricity, and sewage disposal, or should the bidder design and execute completely self-sufficient systems on site?	Megapode is already an operational facility with existing utility connections . Any requirement for obtaining additional load / capacity (beyond existing load / capacity)/renewal of existing clearances/name change/capacity enhancement, shall be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire in obtaining access to all necessary infrastructure facilities as per Clause 6.1.(b) of DCA.				
51		Is there a mandatory minimum percentage of power generation from renewable energy sources such as solar or wind, or it is only a preferred sustainability measure?	<div><div><ul style="list-style-type: none">There is no restriction on the use of any type of source of power supply and Concessionaire is free to select any source, subject to Applicable Laws.The Authority is in the process for obtaining in-principal CRZ Clearance for the Project based on the Minimum Development Obligations defined in the RFP Clause 1.1.1. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below:</div><table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr></table></div>	Rainwater harvesting	8000 KLD	STP	75 KLD
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			Bio-degradable Processor	Waste 0.164 TPD
			Rooftop Solar	300 KW
52		Are modular or prefabricated construction methods permitted for accommodation and common facilities to reduce environmental impact and expedite construction?	The Concessionaire shall conform with the Specifications and Standards as specified in this Schedule C of the Draft Concession Agreement.	
53		Who will be responsible for obtaining environmental, CRZ, tree cutting and other clearances – the Authority or the Concessionaire? In case the Concessionaire is to obtain above clearances whether the Authority will assist in coordination with statutory bodies?	Please refer to Clause 4.1 and Schedule E of DCA and Appendix XI and XII of RFP. The Project Site is located on revenue land with few plantation trees. Further, it is mentioned that as far as possible, the existing trees shall be retained by Concessionaire and any cutting of tree shall be subject to Applicable Laws and Permits.	
54		Please confirm the required setback or buffer distance from the High Tide Line for all permanent and temporary structures.	Please refer to the CRZ Notification, 2011 issued by MoEF&CC.	
55		Are there any restrictions on the type of construction materials that can be used (e.g., prohibition of plastic, non-biodegradable materials, or RCC near the shore)?	The Concessionaire shall conform with the Specifications and Standards as specified in this Schedule C of the Draft Concession Agreement.	
56		Please confirm that the Annual Concession Fee (ACF) payment will start from the date of COD.	Please refer Clause 24.2 of Draft Concession Agreement.	
57		Will there be any moratorium on ACF payments during the construction period? If yes, for how long?	Please refer Clause 24.2 of Draft Concession Agreement.	
58		The Gross Revenue Share (GRS) percentage is fixed for the entire concession period. Please confirm.	Please refer to Clause 24.3 of Draft Concession Agreement.	
59		Will the Authority provide any Viability Gap Funding (VGF)/Grant or other incentives for these projects?	No VGF/Grant or other monetary incentives is envisaged to be provided by ANIIDCO.	

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60		Is there a mandatory local employment quota in terms of percentage of staff to be hired from local communities?	Please refer to Clause 5.17 of Draft Concession Agreement.
61		Are there any specific annual tourism promotion activities the Concessionaire is obligated to undertake?	There are no specific annual tourism promotion activities that the Concessionaire is contractually obligated to undertake under the provisions of the Concession Agreement.
62		Can the bidder develop the project in multiple phases beyond the Minimum Development Obligation without penalty, provided all phases are completed within the concession period?	Please refer to Clause 15.1 and Annex-I (Schedule B) of Draft Concession Agreement.
63		Please specify the exact condition of the resort at handover – will it be in operational state or vacated and stripped of fittings?	Please refer to Article 33 of the Draft Concession Agreement.
64		Will the Concessionaire be allowed to operate portions of the resort while renovation work is being carried out in phases?	Please refer to Clause 15.1 of the Draft Concession Agreement.
65	Extension of bid due date	We request to kindly extend the bid due date atleast for One (1) month from current bid due date.	Please refer to Corrigendum.
66	Cl 2.14.5 of RFP- The Bidders shall submit the original copy of the following documents physically on or before 5 pm of the 3rd (third) working day from the Bid Due Date at address mentioned below, failing which the Bid shall be rejected:	It is requested that original copy of physical documents to be obtained only from the successful bidder after opening of financial bids / at the time of issuance of LOA as per the standard practice of various government departments.	No change. RFP and DCA conditions of Megapode Resort Development Project shall prevail.

S.No.	Clause Ref.	Queries/suggestions	Response								
67	Schedule A- Site of the project	Please share the coordinate of the site project	Address: Megapode Resort, Ward 01-Municipal Area, Haddo Village, Sri Vijaya Puram Tehsil in South Andaman District. Coordinates: 11.677180088258082, 92.73046578227785								
68	Demolition & Reconstruction Approvals: The timeframe allowed for demolition of existing structures. The process and timeline for obtaining new approvals and permits for reconstruction		<ul style="list-style-type: none">Please refer to Clause 4.1 of the DCA to understand timeline for procuring all Applicable Permits by the Concessionaire.Please refer to Article 12 of the DCA for development related query.								
69	CRZ Clearance & Licenses: Please clarify whether existing CRZ (Coastal Regulation Zone) clearances, licenses, and permits will be transferred to the lessee, and the validity period of the same. Please share the Existing approval copies of CRZ/Environment/Forest Clearance and please share the guidelines too.		<ul style="list-style-type: none">The Authority is in the process for obtaining in-principal CRZ Clearance for the Project based on the Minimum Development Obligations defined in the RFP Clause 1.1.1. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below:<table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr><tr><td>Bio-degradable Waste Processor</td><td>0.164 TPD</td></tr><tr><td>Rooftop Solar</td><td>300 KW</td></tr></table>Copies of in-principal CRZ clearance would be furnished to Concessionaire post obtaining the same by Authority.Responsibility of the Authority shall be limited to providing facilitation assistance for procurement of other applicable permits/clearances, subject to compliance by Concessionaire during the concession period. The Concessionaire, at its own risk and cost, shall be solely responsible for adhering to the conditions of applicable permits, clearances, approvals and licenses.	Rainwater harvesting	8000 KLD	STP	75 KLD	Bio-degradable Waste Processor	0.164 TPD	Rooftop Solar	300 KW
Rainwater harvesting	8000 KLD										
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Rooftop Solar	300 KW										

S.No.	Clause Ref.	Queries/suggestions	Response
			<ul style="list-style-type: none"> Please refer to 4.1, Schedule E of DCA and Appendix XI and Appendix XII of RFP.
70		Total FSI: Kindly confirm the permissible Floor Space Index (FSI) for the property.	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030, The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. Port Blair Municipal Council Building Bye-Laws, Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
71		Ground Coverage: Kindly specify the permissible ground coverage for the project.	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030,

S.No.	Clause Ref.	Queries/suggestions	Response
			<ul style="list-style-type: none"> ○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. ○ Port Blair Municipal Council Building Bye-Laws, ● Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
72		Parking Space Requirements: Please provide details on the minimum and maximum parking space requirements, including allocation for guests, staff, and service vehicles, as per applicable local regulations.	<ul style="list-style-type: none"> ● The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. ● Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> ○ Master Plan for Port Blair Planning Area – 2030, ○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. ○ Port Blair Municipal Council Building Bye-Laws, ● Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
73		Post-Lease Arrangements: Please specify the process and terms applicable upon expiry of the 50-year asset lease, including the treatment of existing assets and infrastructure.	Please refer to Article 33 of the DCA.
74		Bid Processing Fees: Please confirm the bid processing fee amount, payment mode, and whether it is refundable or non-refundable.	Bid Processing Fee is not applicable.

S.No.	Clause Ref.	Queries/suggestions	Response
75		Upfront Fees: Kindly indicate the amount, payment terms, and conditions for any upfront fees payable.	No upfront payment is applicable. Concessionaire would need to pay Concession Fee as per Article 24.
76		Approvals: Kindly confirm whether a single-window clearance system is available for obtaining all the necessary approvals related to the project. Additionally, we request you to share the list of existing approvals and applicable guidelines, as discussed during the pre-bid meeting.	The Concessionaire, at its own risk and cost, shall be solely responsible for obtaining Applicable Permits, clearances, approvals and licenses from the relevant authorities. Please refer to Schedule E of DCA and Appendix XII of RFP.
77		Incentives: Please provide details of any financial, operational, or policy incentives available for this project.	No pre-approved subsidy is available for the Project. The Concessionaire shall make its own assessment and in case of availability of any subsidy, shall make its own application. Bidder can also examine Tourism Policy and Guideline of Andaman and Nicobar Islands and Ministry of Tourism, Government of India for any tourism related subsidy.
78		Powerhouse: Kindly confirm whether ANIIDCO will provide a reliable electricity grid connection, as we understand that most hotels in the region operate on a powerhouse model	Megapode is already an operational hotel/resort facility with existing power supply connection. Any requirement for obtaining additional load / capacity (beyond existing load / capacity)/renewal of existing clearances/name change/capacity enhancement/ power backup would be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire in obtaining access to all necessary infrastructure facilities as per Clause 6.1.(b) of DCA
79	As per clause 5.2	(Obligations relating to Project Agreements) is prior approval of the Authority is required for sub-lease, sub-license, assign of the Project Assets and whether the Authority may, in its discretion, deny such approvals.	Please refer to Clause 5.2.4 of the Draft Concession Agreement.

S.No.	Clause Ref.	Queries/suggestions	Response
80	As per clause 5.4	<p>(Obligations relating to management of the Concessionaire) of the Concession Agreement, is prior approval of the Authority mandatory for the following:</p> <p>(a) to alter or add to the provisions of the memorandum of association</p> <p>(b) to alter or add to the Articles of Association</p> <p>(c) to change the name of the Concessionaire</p> <p>(d) to reduce the share capital</p> <p>(e) to commence any new lines of business</p> <p>(f) to consent to a director or his or her relative or partner or firm or private company holding an office or place of profit, except that of managing director, manager, banker or trustee for debenture-holders of the Concessionaire</p> <p>(g) to make inter-corporate-loans and investments or guarantee or security (except where such security or payment is to be made to the Authority) to be given, if the aggregate amount thereof, exceeds the limit of 30% (thirty per cent) of the Concessionaire's paid up share capital</p> <p>(h) to apply for corporate insolvency proceedings under the Insolvency and Bankruptcy Code, 2016</p>	Please refer to Clause 5.4 of the Draft Concession Agreement.

S.No.	Clause Ref.	Queries/suggestions	Response
		(i) for various other matters pertaining to the winding up of the Concessionaire; and (j) any other matter which is required by the Companies Act to be passed by a special resolution of the shareholders of the Concessionaire (k) to replace or terminate definitive agreement executed with O&M Member (l) to change in Hotel Resort name.	
81	As per clause 5.10	(Branding of Hotel Resort) of the Concession Agreement is it mandatory for the Concessionaire to ensure the name of Hotel Resort includes the words 'Megapode'.	Please refer to Clause 5.10 of the Draft Concession Agreement.
82	As per clause 5.15	is it mandatory for the Concessionaire to commission, operate and maintain a comprehensive website exclusively for the Hotel Resort (the "Hotel Resort Website").	Please refer to Clause 5.15 of Draft Concession Agreement.
83	Was unable to catch the introduction of the presiding team from A&N Administration and ANIIDCO. Kindly share the introduction of the Chairperson please and other members present		Managing Director ANIIDCO had chaired the pre-bid meeting held on 14 th August 2025, along with other officials of ANIIDCO.
84	Bidding process and stages – online and physical submissions		Please refer to Clause 1.2 of RFP for a 'Brief Description of the Bidding process.' For details on submission process please refer Clause 2 C of the RFP.
85	A. Land & Development Rights Is sub-leasing (of F&B outlets, spa, retail, etc.) allowed?		Please refer to Clause 38.4 of Draft Concession Agreement for 'Restriction on Sub-Letting.'

S.No.	Clause Ref.	Queries/suggestions	Response
86		Will the Concessionaire have the right to assign or transfer leasehold interest to SPVs, affiliates, or strategic investors during the concession period?	Please refer to Clause 5.3 and Article 35 of Draft Concession Agreement
87		Can the lease rights be mortgaged to banks/financial institutions for securing project finance? Are tripartite agreements with lenders allowed?	Please refer to Clause 35.5 and Clause 4.1.3 of Draft Concession Agreement.
88		Are there any restrictions on foreign investment or foreign hotel operators in the SPV?	Foreign investment or foreign hotel operators of the SPV shall be government by the Applicable Laws and Applicable Policy.
89		B. Planning & Building Parameters What are the height restrictions applicable (absolute meters above MSL or floors)? Is there any Airport Authority of India (AAI) or defence clearance needed?	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments, and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030, The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. Port Blair Municipal Council Building Bye-Laws, Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.

S.No.	Clause Ref.	Queries/suggestions	Response
90		Is basement construction allowed for services/parking? Will basements be counted in FAR/FSI?	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030, The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. Port Blair Municipal Council Building Bye-Laws, Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.

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91		Can additional built-up area be availed in future if regulations change?	<ul style="list-style-type: none"> • The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments, and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. • Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> ○ Master Plan for Port Blair Planning Area – 2030, ○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. ○ Port Blair Municipal Council Building Bye-Laws, • Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.

S.No.	Clause Ref.	Queries/suggestions	Response								
92		Are there mandatory building setbacks or open space requirements specific to this site?	<ul style="list-style-type: none">The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively.Apart from the above, the following byelaws would also need to be referred.<ul style="list-style-type: none">Master Plan for Port Blair Planning Area – 2030,The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments.Port Blair Municipal Council Building Bye-Laws,Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.								
93	C. Project Approvals & Clearances	Please provide a complete list of statutory approvals which are in place and which ones are required (environmental, CRZ, forest, heritage, fire, building plan, etc.).	<ul style="list-style-type: none">The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below:<table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr><tr><td>Bio-degradable Processor</td><td>Waste 0.164 TPD</td></tr><tr><td>Rooftop Solar</td><td>300 KW</td></tr></table>	Rainwater harvesting	8000 KLD	STP	75 KLD	Bio-degradable Processor	Waste 0.164 TPD	Rooftop Solar	300 KW
Rainwater harvesting	8000 KLD										
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S.No.	Clause Ref.	Queries/suggestions	Response
			<ul style="list-style-type: none"> For the proposed MDOs Forest Clearance, Wildlife Clearance and Environmental Clearance is not required for Megapode Resort redevelopment Project. In case Optional Development is exercised by the Concessionaire or in case the Concessionaire decides to augment, increase or improve prescribed MDO, Concessionaire would be responsible for all clearances including amended CRZ clearance. The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030, The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. Port Blair Municipal Council Building Bye-Laws Further, please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and XII of RFP.
94		Which clearances will ANIIDCO facilitate, and which will be the responsibility of the Concessionaire?	<ul style="list-style-type: none"> The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm. For the proposed MDOs Forest Clearance, Wildlife Clearance and Environmental Clearance is not required for Megapode Resort redevelopment Project. In case Optional Development is exercised by the Concessionaire or in case the Concessionaire decides to augment, increase or improve

S.No.	Clause Ref.	Queries/suggestions	Response
			<p>prescribed MDO, Concessionaire would be responsible for all clearances including amended CRZ clearance.</p> <ul style="list-style-type: none"> Further, please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and XII of RFP.
95		Will there be a single-window clearance mechanism?	The Concessionaire, at its own risk and cost, shall be solely responsible for obtaining Applicable Permits, clearances, approvals and licenses from the relevant authorities. Please refer to Schedule E of DCA.
96		Has the project obtained any in-principle CRZ clearance? If yes, please share the approval copy and conditions	<ul style="list-style-type: none"> The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm. Copies of in-principal CRZ clearance would be furnished to Concessionaire post obtaining the same by Authority. Please refer Clause 4.1 and Schedule E of the DCA and Annexure XI of RFP.
97		Are there any special Andaman & Nicobar Islands UT-level tourism incentives that will apply to this project?	<p>Please examine Tourism Policy and Guideline of Andaman and Nicobar Islands and Ministry of Tourism, Government of India for any tourism related subsidy.</p> <p>No pre-approved subsidy is available for the Project. The Concessionaire shall make its own assessment and in case of availability of any subsidy, shall make its own application.</p>
98	D. Concession & Commercial Terms	Is there any grace period for payment in case of force majeure or delays in statutory approvals?	Please refer to Article 4 and Article 29 of Draft Concession Agreement
99		Will the concession period be extendable beyond 50 years? If yes, under what terms?	Please refer to Clause 3.2 of Draft Concession Agreement.
100		What is the policy for early termination — compensation to concessionaire, treatment of assets, and rights of lenders?	Please refer to Article 32 of the Draft Concession Agreement

S.No.	Clause Ref.	Queries/suggestions	Response
101		Are revenue from ancillary facilities (retail, spa, banquets, etc.) included in Gross Revenue for revenue share calculation?	Please refer to definition of Gross Revenue in Article 43 of Draft Concession Agreement.
102		Will utilities (water, electricity) be provided at government/industrial tariff rates?	<ul style="list-style-type: none"> • Megapode is already an operational hotel/resort facility with existing utility connections which would be provided to the Concessionaire. Any requirement for obtaining additional load/ capacity (beyond existing load / capacity)/renewal of existing clearances/name change/capacity enhancement, shall be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire in obtaining access to all necessary infrastructure facilities as per Clause 6.1.(b) of DCA. • Concessionaire would need to pay to respective government department, applicable charges as per prevailing rate.
103	E. Construction & Operational Flexibility	Is phased development of rooms allowed, or must 100 keys be operational at COD?	Please refer to Clause 15.1.1 of Draft Concession Agreement.
104		Electricity / Power would be provided by you for the 100 keys, we do not need any separate approval on this ?	Megapode is already an operational hotel/resort facility with existing utility connections which would be provided to the Concessionaire. Any requirement for obtaining additional load/ capacity (beyond existing load / capacity)/renewal of existing clearances/name change/capacity enhancement, shall be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire in obtaining access to all necessary infrastructure facilities as per Clause 6.1.(b) of DCA.
105		Are branded residences, serviced apartments, or fractional ownership models permitted on site?	Please refer to Clause 1.1.1 (Table Sl.no. 06) of RFP for Mandatory Development Obligations of the Concessionaire.

S.No.	Clause Ref.	Queries/suggestions	Response
106	F. Site Conditions & Surveys Please provide site geotechnical reports, contour maps, soil testing results, and flood level data.		Bidders would need to undertake due diligence on their own related to the Project Site.
107	Is the site free from any tribal rights, forest land notifications, or protected area restrictions?		<ul style="list-style-type: none"> • Forest Clearance, Wildlife Clearance and Environmental Clearance is not required for Megapode Resort redevelopment Project. • In case Optional Development is exercised by the Concessionaire or in case the Concessionaire decides to augment, increase or improve prescribed MDO, Concessionaire would be responsible for all clearances including amended CRZ clearance . • The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. • Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> ○ Master Plan for Port Blair Planning Area – 2030, ○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. ○ Port Blair Municipal Council Building Bye-Laws, • Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
108	Has any environmental or social impact assessment been done? Can copies be shared?		For the proposed MDO,s Environmental Clearance, Environment Impact Assessment and Social Impact Assessment is not required for Megapode Resort redevelopment Project. In case the Concessionaire decides to

S.No.	Clause Ref.	Queries/suggestions	Response
			augment, increase or improve prescribed MDO as per own diligence, it will have to undertake its own assessment.
109	G. Other Legal & Regulatory Matters Are there any restrictions on alcohol service licensing in this area? Will ANIIDCO assist in securing excise licenses?		Please refer to Schedule E of Draft Concession Agreement for details on Applicable Permits.
110	Are there local employment or training obligations?		Please refer to Clause 5.17 of Draft Concession Agreement.
111	Pg. 26 - Clause no 2.2.6	<p>Number of members in a consortium shall not exceed 4 (four), but information sought in the Bid may be restricted to 3 (three) members in the order of their equity contribution; b. subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium.</p> <p>Suggested Clarification</p> <p>In case of consortium bid, besides the technically qualifying consortium member/s, if any other consortium member agrees to be a part of the same bid does that entity compulsorily needs to be from a certain defined sector of business?</p>	Apart from the qualifying consortium members, the other consortium member can be part of any sector.
112	Consortium Structure & Eligibility (Multiple	The RFP mandates each consortium member providing technical/financial credentials must hold a minimum 26% equity in the SPV and collectively consortium members must hold at least 51% equity until 2 years after COD. all	Please refer to Clause 2.3 and Clause 2.4 of RFP document and Clause 5.3 of the Draft Concession Agreement.

S.No.	Clause Ref.	Queries/suggestions	Response
	Clauses: 2.2.6, 2.2.2.2, 2.2.3); Appendix V	<p>eligibility and lock-in conditions post-agreement are complied with?</p> <p>Suggested Clarification</p> <p>In many cases, strategic/technical partners are planned to be inducted after award, or financial closure, or the equity pattern may adjust post-award. Will the Authority allow the addition or substitution of consortium members (especially technical or O&M partners) after LOA (Letter of Award), before signing the final Concession Agreement or Financial Close, provided</p> <p>Please clarify or consider relaxing the timeline for finalization of consortium member composition and equity shareholding, permitting changes before execution of the Concession Agreement, as long as final shareholding and eligibility criteria are fulfilled by then</p>	
113	Pg. 10 - Clause no 1.1.4 page no - Estimated Project Cost	Indicative capital cost of the Project (the "Estimated Project Cost") has been specified in Clause 1.1.1 above.	<p>The Estimated Project Cost is derived based on internal estimation undertaken by the Authority.</p> <p>The Bidder is required to make their own assessment based on the MDOs.</p>

S.No.	Clause Ref.	Queries/suggestions	Response
	INR 160.79 Crores.	<p>The assessment of actual costs, however, will have to be made by the Bidders</p> <p>Suggested Clarification</p> <p>The clause states that the estimated project clause is 160.67 CR INR which is indicative capital cost calculated by ANIIDOCO but since the Bid security and performance security is calculated on the same estimate request the administration to share the break-up of the estimate.</p> <p>Kindly provide a Schedule of Rates for the site area as well.</p>	
114	Financial Eligibility (Clause 2.2.2); Appendix III	<p>The RFP requires submission of latest audited financial statements (as on or after March 31, 2025) for Net Worth/ACI calculation.</p> <p>Suggested Clarification</p> <p>Audited accounts as of 31/03/25 are not yet available. Can bidders submit a Net Worth certificate certified by their Chartered Accountant based on provisional accounts or unaudited figures as of 31/03/25, with the latest available audited financials also attached?</p>	The requirement is for providing all certifications from the Statutory Auditor. Further, Clause 3.3 of the RFP may also be referred.

S.No.	Clause Ref.	Queries/suggestions	Response
		Kindly confirm that submission of CA-certified Net Worth based on provisional/unaudited financials as of 31/03/25 will be accepted, subject to submission of FY 2024 audited statements once available.	
115	Project Information Memorandum (PIM) and Technical Studies	Please confirm if a Project Information Memorandum (PIM) or any detailed technical studies, feasibility reports, environmental impact assessments, or other similar pre-bid technical documents are available or will be provided to bidders to better understand the project scope, site conditions, and technical parameters?	Feasibility study done is for internal assessment of the Authority. Bidder is required to make their own assessment. Also, Appendix X of RFP document may be referred for PIM.
116	Clause 2.2.6 (Consortium Rules) and Clause 2.2.2.2 (Financial Capacity)	<p>We wish to bid under consortium with 2 member individual/company in two alternate arrangements:</p> <p>1. Company A has Net Worth of ₹50cr & Individual B has Net Worth of ₹40cr</p> <p>OR</p> <p>2. Company A has Net Worth of ₹50cr & Company B has Net Worth of ₹40cr</p> <p>Technical partner to be added later</p>	Please refer to Clause 2.2.2.2 of RFP for Financial capacity of the Bidder.

S.No.	Clause Ref.	Queries/suggestions	Response
		<p>The project will be executed under newly incorporated SPV.</p> <p>The two members will hold minimum 30% equity each. Total equity in SPV shall be 60% by consortium members & rest will be raised from other investors.</p> <p>Please guide if the above arrangements are permissible.</p>	
117	Total Area and Monetizable Area	<p>Could the authority please specify the total monetizable area for development for the project sites including the permissible ground coverage and any height restrictions or other restrictions including setbacks etc. with respect to CRZ norms in the area.</p>	<ul style="list-style-type: none"> • The total land area for envisaged development is 7.22 acres. • The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. • Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> ○ Master Plan for Port Blair Planning Area - 2030, ○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. ○ Port Blair Municipal Council Building Bye-Laws, • Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.

S.No.	Clause Ref.	Queries/suggestions	Response
118	Site Conditions	Kindly provide details related to hazards such as cyclones and other natural hazards in the area. Please provide historical data on impact on the project sites, if any	The Bidders shall make their own assessment for the requested data and information.
119	Subsidy	As per subsidy guidelines and schemes offered in several states in India for development of tourism projects are there any such subsidy schemes for the project mentioned from the U.T of Andaman and Nicobar?	Please examine Tourism Policy and Guideline of Andaman and Nicobar Islands and Ministry of Tourism, Government of India for any tourism related subsidy. No pre-approved subsidy is available for the Project. The Concessionaire shall make its own assessment and in case of availability of any subsidy, shall make its own application.
120	Travel, Connectivity & Logistics:	<ul style="list-style-type: none"> Please confirm the travel time from Port Blair to Megapode, Long Island, and Shaheed Dweep. 	<ul style="list-style-type: none"> Megapode is well connected and is situated in Sri Vijay Puram. It is accessible by road and well connected to Veer Savarkar International Airport (4.5 kms by road), Phoenix Bay Jetty (2.3 kms by road), Aberdeen Jetty (3.8 kms by road), Haddo Jetty (2.7 kms by road).
121	Operational Issues:	<ol style="list-style-type: none"> How do you define "lettable rooms" for project compliance? Please clarify whether the Concessionaire will have full freedom in tariff determination. Is sub-leasing, franchising, or entering into hotel management agreements with international operators permitted? Please confirm branding flexibility, subject to mandatory inclusion of "Megapode" in the resort's name. <ul style="list-style-type: none"> What benefits are available from the Andaman Tourism Department under Union Territory or national tourism policies? 	<ol style="list-style-type: none"> lettable rooms are same as Keys, which is defined in the Draft Concession Agreement. Please refer to Article 25 of DCA. For O&M of the Project, provisions of Article 17 and Clause 38.4 of the DCA may be referred. Please refer to Clause 5.10 of DCA of Megapode Resort Development Project. <ul style="list-style-type: none"> Please examine Tourism Policy and Guideline of Andaman and Nicobar Islands and Ministry of Tourism, Government of India for any tourism related subsidy.

S.No.	Clause Ref.	Queries/suggestions	Response
122		The Group was unable to attend the pre-bid meeting, Would it be possible to obtain the Minutes of Meeting (MOM) or a recording of the call? This would greatly assist us in clarifying any questions and ensuring we have all the necessary information.	May please refer to the response to the pre-bid queries
123	Clause 1.2.1 (f) Page 14	references to “construction” or “building” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “construct” or “build” shall be construed accordingly; Clarification / Query Sought Will port and cargo handling facilities be provided for import of construction materials?	Concessionaire would need to arrange on their own any logistical requirement for importing construction material.
124	Clause 1.2 (g) Page 14	What is the process for renovations and modifications after COD – is prior approval from ANIIDCO required for every change?	Please refer to Clause 17.7 of Draft Concession Agreement.
125	Clause 3.1.3 Page 21	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, this Agreement shall, from the Appointed Date, entitle the	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments, and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website

S.No.	Clause Ref.	Queries/suggestions	Response
		<p>Concessionaire to undertake designing, construction, finance, development, operation and maintenance of the additional facilities as provided in Schedule B and that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period as part of the Project (the "Ancillary Facilities"). Provided, however, that the Concessionaire shall not, in any event, commence the operation and/or use of the Ancillary Facilities prior to the Project COD.</p> <p>Clarification / Query Sought</p> <p>Are there any restrictions on casino or gaming facilities in the resort premises?</p>	<p>https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively.</p> <ul style="list-style-type: none"> Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030, The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. Port Blair Municipal Council Building Bye-Laws, Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
126	Clause 5.1 c) Page 25	<p>During the Concession Period, the Concessionaire shall obtain from the relevant Government Instrumentalities, the Applicable Permits (including but not limiting to Approvals, Licenses, Approvals, Clearances, No Objection Certificates, CRZ Notifications, etc. as applicable) and keep in force and comply with the conditions of all such Applicable Permits (including Approvals, Licenses, Approvals, Clearances, No Objection Certificates, CRZ Notifications, etc. as</p>	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030,

S.No.	Clause Ref.	Queries/suggestions	Response								
		<p>applicable) for the development, operation and maintenance of the Project and upon Termination and the transfer of the Project to the Authority.</p> <p>Clarification / Query Sought</p> <p>What are the applicable CRZ (Coastal Regulation Zone) norms for new construction, particularly in terms of minimum distance from the high-tide line/sea?</p>	<ul style="list-style-type: none">○ The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments.○ Port Blair Municipal Council Building Bye-Laws,● Please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.● Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.								
127	Clause 5.1 c) Page 25	<p>During the Concession Period, the Concessionaire shall obtain from the relevant Government Instrumentalities, the Applicable Permits (including but not limiting to Approvals, Licenses, Approvals, Clearances, No Objection Certificates, CRZ Notifications, etc. as applicable) and keep in force and comply with the conditions of all such Applicable Permits (including Approvals, Licenses, Approvals, Clearances, No Objection Certificates, CRZ Notifications, etc. as applicable) for the development, operation and maintenance of the Project and upon Termination and the transfer of the Project to the Authority.</p>	<ul style="list-style-type: none">● The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below:<table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr><tr><td>Bio-degradable Waste Processor</td><td>0.164 TPD</td></tr><tr><td>Rooftop Solar</td><td>300 KW</td></tr></table>● For the proposed MDOs Forest Clearance, Wildlife Clearance and Environmental Clearance is not required for Megapode Resort redevelopment Project.	Rainwater harvesting	8000 KLD	STP	75 KLD	Bio-degradable Waste Processor	0.164 TPD	Rooftop Solar	300 KW
Rainwater harvesting	8000 KLD										
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S.No.	Clause Ref.	Queries/suggestions	Response								
		<p>Clarification / Query Sought</p> <p>Will the Authority facilitate environmental clearances (CRZ, forest, etc.), or is the Concessionaire solely responsible?</p>	<ul style="list-style-type: none">• In case Optional Development is exercised by the Concessionaire or in case the Concessionaire decides to augment, increase or improve prescribed MDO, Concessionaire would be responsible for all clearances including amended CRZ clearance.• Further please refer to Schedule E and Clause 4.1 of the DCA and Appendix XI and XII of RFP.								
128	Clause 5.1 b) Page 25	<p>The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, operation, and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. The Concessionaire shall obtain all Applicable Permits and comply with the conditions thereunder for the procurement and use of such infrastructure facilities and utilities.</p> <p>Clarification / Query Sought</p> <p>Can the resort operator set up solar or renewable energy facilities on-site or nearby?</p>	<p>There is no restriction on the use of any type of source of power supply and Concessionaire is free to select any source and set it up on their own, following the provisions of Applicable Law. The Authority is in the process for obtaining in-principal CRZ Clearance for the Project based on the Minimum Development Obligations defined in the RFP Clause 1.1.1. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below:</p> <table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr><tr><td>Bio-degradable Waste Processor</td><td>0.164 TPD</td></tr><tr><td>Rooftop Solar</td><td>300 KW</td></tr></table>	Rainwater harvesting	8000 KLD	STP	75 KLD	Bio-degradable Waste Processor	0.164 TPD	Rooftop Solar	300 KW
Rainwater harvesting	8000 KLD										
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129	Clause 5.17 Page 33	Will employment of locals be mandated at a certain percentage of workforce?	Please refer Clause 5.17 of Draft Concession Agreement.								

S.No.	Clause Ref.	Queries/suggestions	Response
130	Clause 10.2 Page 45	Will ANIIDCO provide geotechnical studies, environmental assessments, and CRZ mapping for the identified parcel, or must the Concessionaire conduct fresh studies?	<p>The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm.</p> <ul style="list-style-type: none"> • Please refer Clause 4.1 and Schedule E of the DCA and Appendix XI and XII of RFP. • For the proposed MDOs Forest Clearance, Wildlife Clearance and Environmental Clearance is not required for Megapode Resort redevelopment Project. • For geotechnical studies, Bidders would need to undertake due diligence on their own related to the Project Site.
131	Clause 21.2.1 (g) Page 71	<p>(g) provide and operate saloon, shops/retail store as per 5 Star hotel standards and as per Good Industry Practice;</p> <p>Clarification / Query Sought</p> <p>Will the Concessionaire have autonomy in menu pricing, event hosting, and third-party retail leasing within the resort?</p>	<p>Please refer to Article 25 of Draft Concession Agreement for provisions pertaining to tariff structures and user/service charges.</p> <p>Please refer to Clause 5.2.4 and Clause 38.4 for sub-letting or sub-licensing provisions.</p>
132	Clause 24.3 Page 80	How will Gross Revenue be defined for revenue share – does it include service charge, taxes, or only net revenue?	Please refer to Article 43 of Draft Concession Agreement for definition.
133	Clause 24.3 Page 80	What reporting format and frequency will be required for revenue and occupancy data submission?	Please refer to Clause 13.1 of the Draft Concession Agreement

S.No.	Clause Ref.	Queries/suggestions	Response
134	Schedule C 1 Applicable standard for various parameters Page 165	Alternative/ nonconventional materials/ technologies, sustainable buildings, energy conservation, etc. Clarification / Query Sought Are there any restrictions on importing materials or prefabricated structures for faster construction, given the island location?	<ul style="list-style-type: none"> The maximum permissible area of construction shall be as per CRZ-II of IPZ Notification, 2011, its subsequent amendments. and as per the existing local Town & Country Regulation. The details of IPZ Notification S.O.20(E) dated 06.01.2011 & subsequent amendments and TCP Regulation can be downloaded from website https://environmentclearance.nic.in/report/CRZ_Notifications.aspx and https://apwd.and.nic.in/townplan/townplaner.html respectively. Apart from the above, the following byelaws would also need to be referred. <ul style="list-style-type: none"> Master Plan for Port Blair Planning Area – 2030, The Andaman & Nicobar Islands (Municipal) Regulation, 1994 and its subsequent amendments. Port Blair Municipal Council Building Bye-Laws, Please refer to Schedule C, Schedule E and Clause 4.1 of the DCA and Appendix XI and Appendix XII of RFP.
135	Clause 1.1.1 5. MDO Page 9	Minimum No. of Keys to be developed: 100 Maximum rooms shall be the discretion of the private sector developer and operator entity; basis their own market due diligence and subject to applicable development control regulations applicable to the Project site. Clarification / Query Sought For Megapode, Can subsequent expansion (e.g., beyond 100 keys) be carried out on the project site after COD, subject to approvals? If	Please refer Clause 12.6 of Draft Concession Agreement.

S.No.	Clause Ref.	Queries/suggestions	Response
		yes, what kind of approvals may be needed for the same?	
136	Clause 1.1.1 6 (MDO) Page 10	<p>1. Develop 5-Star /5-Star Luxury Resort, meeting certification standards for 5 Star/ 5 Star Equivalent or above category Hotel, as prescribed by Ministry of Tourism, Govt. of India. Bidder shall obtain and maintain the 5 Star Certification throughout the Operations Period.</p> <p>2. Develop and operate Minimum 100 Keys.</p> <p>3. Provide preferential reservation of Key(s) on a best offer basis for ANIIDCO.</p> <p>4. Ensure the branding of the hotel property includes the term 'Megapode' as part of the Property.</p> <p>Clarification / Query Sought How will ANIIDCO's requirement for reservation of rooms/keys be operationalized (allocation process, blackout dates, payment terms)?</p>	Please refer Clause 21.4 of the Draft Concession Agreement.
137	Clause 1.1.1 6 (MDO) Page 10	1. Develop 5-Star /5-Star Luxury Resort, meeting certification standards for 5 Star/ 5 Star Equivalent or above category Hotel, as prescribed by Ministry of Tourism, Govt. of India. Bidder shall obtain and maintain the 5	Timeshare based utilization of the Project is not envisaged.

S.No.	Clause Ref.	Queries/suggestions	Response
		<p>Star Certification throughout the Operations Period.</p> <p>2. Develop and operate Minimum 100 Keys.</p> <p>3. Provide preferential reservation of Key(s) on a best offer basis for ANIIDCO.</p> <p>4. Ensure the branding of the hotel property includes the term 'Megapode' as part of the Property.</p> <p>Clarification / Query Sought</p> <p>Can the concessionaire set aside certain units to be sold in a timeshare basis to customers to guarantee occupancy in the off season?</p>	
138	Clause 1.2.6 Page 14	<p>Concession fee (the "Concession Fee") shall be payable in accordance with the provisions of the Concession Agreement and shall constitute combination of a Fixed Annual Concession Fee, escalated by 5% annually (the "Annual Concession Fee"), and 3.6% (three-point six percent) of the annual Gross Revenues ("Gross Revenue Share").</p> <p>Clarification / Query Sought</p> <p>The RFP mentions a 5% annual escalation on fixed Annual Concession Fee - would ANIIDCO consider capping escalation at 3%</p>	No change. RFP and DCA conditions shall prevail.

S.No.	Clause Ref.	Queries/suggestions	Response
		after 25 years to avoid high compounding impact?	
139	Clause 2.2.2.1 (iii) Page 23	Even if the Bidder (either individually or along with a member of the Consortium) has taken on/executed multiple roles in an Eligible Project, the experience of such Eligible Project, for the purpose of Technical Capacity, will be counted only once. It may be noted that the Bidders qualifying solely on the basis of "Developed" experience in Eligible Projects shall furnish an undertaking as per Annexure XIII along with the Bid, that such Bidder, if selected, shall no later than 6 (six) months prior to the Commercial Operations Date ("COD" as defined under the Concession Agreement), enter into an definitive agreement for minimum period of at least 5 (five) years from COD with 5 Star/ 5 Star Equivalent Hotel Brand/ Chain/Operator for operation, maintenance and management of the Project in accordance with the requirements of the Concession Agreement as per clause 2.2.3. Experience claimed for Eligible Project(s) by such entity, must comply with provisions of Clause 2.2.2.1 (a) or (b) or (c) and 2.2.2.1 (ii) above, for at least three (03) financial years during the last	The O&M Member of the Consortium shall meet the eligibility criteria defined in Clause 2.2.3 of the RFP. No prior approval on the composition of the consortium is required at the bidding stage. Any Change in Ownership post Execution Date has to be approved by the Authority subjected to Clause 5.3 of the Agreement.

S.No.	Clause Ref.	Queries/suggestions	Response
		<p>seven (07) years. In case the Bidder fails to execute such O&M Agreement within the specified time period, the Concession Agreement shall be liable for termination.</p> <p>Clarification / Query Sought</p> <p>What is the process for approval of brand/operator tie-ups – does ANIIDCO require prior approval of the chosen international hotel operator?</p>	
140	Clause 2.6 Page 32	<p>Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.</p> <p>Clarification / Query Sought</p> <p>Will detailed site diagrams, contour maps, and utility layouts be provided to bidders for accurate master planning and design?</p>	Bidders would need to undertake due diligence on their own related to the Project Site.

S.No.	Clause Ref.	Queries/suggestions	Response
		Request you to please share for planning of the RFP	
141		Are there any government incentives or subsidies available for sustainable or green development?	<p>Please examine Tourism Policy and Guideline of Andaman and Nicobar Islands and Ministry of Tourism, Government of India for any tourism related subsidy.</p> <p>No pre-approved subsidy is available for the Project. The Concessionaire shall make its own assessment and in case of availability of any subsidy, shall make its own application.</p>
142		From which date will the construction period officially commence? Additionally, will there be any penalties for delay in commencement or in completion of the project?	<p>Please refer to Clause 12.3 of the DCA for details on commencement of construction period.</p> <p>Please refer to Clause 4.3 and Article 30 of the DCA for penalties related to delay.</p>
143		Will the construction period be treated as a rent-free period, considering no revenue is generated during this time? Kindly also clarify whether milestones are linked to the Occupancy Certificate (OC) and whether the annual concession fee becomes payable only after project completion	<p>No revenue is envisaged to be generated by Concessionaire during the Construction Period.</p> <p>The payment of Concession Fee shall be as per Article 24 of the DCA.</p>
144		Will ANIDCO be providing electricity supply to all designated islands? If yes, kindly confirm the sanctioned load/ capacity available for allocation to each project	<ul style="list-style-type: none"> • Megapode is already an operational hotel/resort facility with existing power supply connection. Any requirement for obtaining additional load / capacity (beyond existing load / capacity)/renewal of existing clearances/name change/capacity enhancement/ power backup shall be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire as per Clause 6.1.(b) of DCA. • Concessionaire would need to pay to respective government department, applicable charges as per prevailing rate.

S.No.	Clause Ref.	Queries/suggestions	Response
145		Are bidders permitted to submit bids for multiple islands?	Bidders would be allowed to submit their Bids separately for each or any of the projects.
146		On which date/month each year will the concession fee be payable?	Please refer Clause 24.4 of the DCA.
147		Will all submitted bids be publicly visible on the ANIDCO website? Further, during the online bidding process, can bidders revise their bid upwards, or is it restricted to a one-time submission?	Bids submitted would not be publicly visible. Please refer to Clause 2.17 of RFP for query regarding bid withdrawal and modification.
148		Is there any scope to develop additional keys beyond the prescribed number?	Please refer Clause 12.6 of DCA.
149		Could you kindly provide a detailed break-up of the construction cost mentioned in the bid document? Also, please clarify whether the stated construction cost is binding on bidders, or if we may adopt a higher/lower cost structure, considering it as an indicative estimate	The Estimated Project Cost is derived based on internal estimation undertaken by the Authority. Bidders are required to make their own assessment based on the MDOs.
150		Kindly share the below mentioned details for all the five sites – CRZ clearance along with the Zoning ,Project Plans, Site plan , Layouts, Architectural and Structural drawings with Plot boundary submitted for the CRZ approval for all the sites in Dwg & PDF format	ANIIDCO has made application for CRZ Clearance on the PARIVESH Portal of MoEF&CC and ANIIDCO has engaged NCSCM for preparation of CRZ map.
151		Site plans indicating the Hazard Line,HTL,NDZ and Site boundary of all the sites	ANIIDCO has made application for CRZ Clearance on the PARIVESH Portal of MoEF&CC and ANIIDCO has engaged NCSCM for preparation of CRZ map.
152		Contour plans for all the sites in Dwg. & PDF format.	Bidders would need to undertake their own due diligence on related to the Project Site.

S.No.	Clause Ref.	Queries/suggestions	Response
153		Approved Building layout from the competent authority of all sites.	Please refer to Annexure XII of RFP and Clause 4.1 and Schedule E of DCA.
154		List and No of Trees that needs to be removed as per the existing site layout with the permission for all the sites.	The Project Site is located on revenue land with few plantation trees. Further, it is mentioned that as far as possible, the existing trees shall be retained by Concessionaire and any cutting of tree shall be subject to Applicable Laws and Permits.
155		Copy of the Revenue Map of the sites.	Copy of Revenue Map would be provided to the Concessionaire.
156		Copy of Commercial Conversion order	Change of Land Use (CLU) approval has been obtained for Megapode Resort Development Project and copy of the same would be shared with Concessionaire.
157		Kindly confirm if the same layout as submitted by the department for approval for CRZ has to be followed in totality or the layout, Design, floor Area can be changed as per our requirement and will we require to apply for an amendment or fresh CRZ clearance would be required	The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs. In case of deviation from the approved plans or in case Optional Development is exercised by the Concessionaire, Concessionaire would be responsible for a new CRZ clearance including amended CRZ clearance.
158		Requested for a copy of the presentation	Copy of the presentation will be shared
159		Requested the following Given the season, travel is not conducive to the islands for proper site visits and evaluations. We request you to kindly extend the Bid submission date to November. This will give us proper time for site visits and evaluation post the harsh monsoons	ANIIDCO will facilitate site visit

S.No.	Clause Ref.	Queries/suggestions	Response							
160		Annual Concession Fee: Currently the fee is proposed to be fixed in nature. We request you to consider variable linked to revenue instead. This will align better to the seasonality and performance for the project	No change. RFP and DCA conditions shall prevail.							
161		We seek the following clarifications in order to better understand the project structuring, development obligations, regulatory approvals, and risk-sharing arrangements. Land & Regulatory Clearances <ul style="list-style-type: none">Kindly confirm whether the land parcels for all five projects are free from encumbrances, third-party claims, or local community usage rights.	Please refer Clause 10.4 of the Draft Concession Agreement.							
		<ul style="list-style-type: none">For Megapode Resort, please provide the expected timeline for CRZ clearance and confirm whether concession period will commence post-clearance.	Please refer Clause 4.1.2 of the Draft Concession Agreement							
		<ul style="list-style-type: none">Request copies of CRZ clearance letters/approval conditions for all projects	<ul style="list-style-type: none">The Authority is in the process for obtaining in-principal CRZ Clearance for Project based on the area specified in MDOs, which is less than 20,000 sqm. Brief detail of the design capacity of key utilities which was submitted by Authority to obtain in-principal CRZ clearance is provided below:<table><tr><td>Rainwater harvesting</td><td>8000 KLD</td></tr><tr><td>STP</td><td>75 KLD</td></tr><tr><td>Bio-degradable Waste Processor</td><td>0.164 TPD</td></tr><tr><td>Rooftop Solar</td><td>300 KW</td></tr></table>	Rainwater harvesting	8000 KLD	STP	75 KLD	Bio-degradable Waste Processor	0.164 TPD	Rooftop Solar
Rainwater harvesting	8000 KLD									
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Rooftop Solar	300 KW									

S.No.	Clause Ref.	Queries/suggestions	Response
			<ul style="list-style-type: none"> Copies of in-principal CRZ clearance would be furnished to Concessionaire post obtaining the same by Authority. Please refer Schedule E and Clause 4.1 of DCA and Appendix XI of RFP.
162	Site Conditions & Surveys		Bidders would need to undertake due diligence on their own related to the Project Site.
	<ul style="list-style-type: none"> Will ANIIDCO share site survey data (topography, soil investigation, environmental impact assessments) with bidders? 		
	<ul style="list-style-type: none"> Are there any geological or ecological constraints (e.g., turtle nesting zones, mangroves, coral reefs) within the proposed development areas? 		Not applicable for Megapode Resort Development Project, as the Project Site does not have a beachfront and any beach access.
163	Infrastructure & Utilities		Megapode is well connected and is situated in Sri Vijay Puram. It is accessible by road and well connected to Veer Savarkar International Airport (4.5 kms by road), Phoenix Bay Jetty (2.3 kms by road), Aberdeen Jetty (3.8 kms by road), Haddo Jetty (2.7 kms by road).
	<ul style="list-style-type: none"> Please clarify the status of connectivity (ferry, helicopter, seaplane, jetty) to each project site. Are infrastructure upgrades planned by ANIIDCO or to be developed by the concessionaire? 		
	<ul style="list-style-type: none"> Will ANIIDCO provide basic utility linkages (power, water supply, sewage, waste disposal) or must the concessionaire set up desalination plants, STPs, solar farms, etc., entirely on its own? 		Megapode is already an operational hotel/resort facility with existing utility connections. Any requirement for obtaining additional load/capacity (beyond existing load/ capacity)/renewal of existing clearances/name change/capacity enhancement/ power backup would be the responsibility of the Concessionaire. The Authority would provide reasonable assistance to Concessionaire as per Clause 6.1.(b) of DCA.
	<ul style="list-style-type: none"> Who will own, operate, and maintain shared/common infrastructure such as jetties, seaplane landing points, or approach roads? 		The approach roads (beyond the Project Site- as defined in Article 43 of the DCA) shall be owned, operated and maintained by the relevant Government Authority.

S.No.	Clause Ref.	Queries/suggestions	Response
164	Concession Terms & Revenue Sharing		Please refer Clause 24.2 of the Draft Concession Agreement
		<ul style="list-style-type: none"> Please confirm whether the Fixed Annual Concession Fee (ACF) becomes payable during construction or only post-COD. 	
		<ul style="list-style-type: none"> Is the 5% annual escalation on ACF applicable during construction years also? 	
		<ul style="list-style-type: none"> Kindly clarify the definition of Gross Revenue—does it include only resort-related income (rooms, F&B, banquets, activities) or also ancillary revenues (spa, shops, excursions). Pl clarify whether it is Gross operating profit or gross revenue? 	
		<ul style="list-style-type: none"> For Megapode Resort, what is the scope of “preferential reservation of Keys for ANIIDCO” (number of rooms, rates, blackout periods)? 	If the Authority approaches Concessionaire for room booking, the Concessionaire may provide the best offer available at the given point of time, subject to availability of Key(s). Please refer Clause 21.4 of the Draft Concession Agreement.
165	1. Development & Operational Obligations		Please refer Clause 12.6.1 of the Draft Concession Agreement.
		<ul style="list-style-type: none"> For “optional development” of balance keys, can the concessionaire phase this as per market demand, or is there a timeline mandate? 	
		<ul style="list-style-type: none"> For Megapode, the tender mandates branding with the term “Megapode.” Can the concessionaire co-brand with a different name? 	The name of the Hotel Resort should include the word ‘Megapode’. Please refer Clause 5.10 of the Draft Concession Agreement.
166	2. Financial & Bid Security		Please refer Clause 2.27 of the RFP and Article 9 of Draft Concession Agreement for provisions related to Bid Security and Performance Security, respectively.
		<ul style="list-style-type: none"> Please confirm the acceptable formats and validity period of Bid Security and Performance Security. 	

S.No.	Clause Ref.	Queries/suggestions	Response
		<ul style="list-style-type: none"> Is Performance Security required throughout the entire concession or only until COD? 	Please refer to Article 9 of Draft Concession Agreement for provisions related to Performance Security.
		<ul style="list-style-type: none"> Will ANIIDCO consider providing Viability Gap Funding (VGF), subsidies, or financial support for remote islands with high development costs? 	There is no VGF provision anticipated.
167	3. Consortium & O&M Partnering	<ul style="list-style-type: none"> Can an international O&M partner without existing India presence be accepted as the O&M Member? 	Yes, please refer to Clause 2.2.3 of RFP for eligibility criteria for O&M Member.
		<ul style="list-style-type: none"> After the mandatory 5-year lock-in, can the O&M partner exit without affecting concession validity or it can be replaced with another? 	Any Change in Ownership would require prior approval of the Authority. Please refer 5.3 of the DCA.
168	4. Risk Allocation	<ul style="list-style-type: none"> Please confirm the treatment of Force Majeure events such as cyclones, tsunamis, earthquakes, or prolonged connectivity disruptions. 	Please refer Clause 29.2 of the DCA.
		<ul style="list-style-type: none"> In such cases, will ANIIDCO provide fee waivers, extensions of concession period, or financial relief? 	Please refer Article 29 of the DCA.
		<ul style="list-style-type: none"> Will tariff fixation (room rates, F&B pricing, activity charges) be left entirely to the concessionaire's discretion, or will any regulatory caps apply? 	Please refer to Article 25 of Draft Concession Agreement for provisions pertaining to tariff structures and user/service charges.
169	5. Project Monitoring & Exit Terms	<ul style="list-style-type: none"> What are the KPIs (Key Performance Indicators) that ANIIDCO will use to monitor performance and compliance? 	<p>Please refer to Schedule C for the Specifications and Standards that Concessionaire needs to conform with during Construction Period.</p> <p>Please refer Schedule J and Schedule K of DCA for Maintenance Requirement and Safety requirement during O&M period.</p>

S.No.	Clause Ref.	Queries/suggestions	Response
		<ul style="list-style-type: none"> Will the concessionaire have the right to sell or transfer equity in the SPV post-COD, and what prior approvals will be required? 	Please refer to Clause 5.3 of Draft Concession Agreement
		<ul style="list-style-type: none"> At the end of concession period, will all assets revert to ANIIDCO free of charge and encumbrances? 	Please refer Article 33 of the Draft Concession Agreement

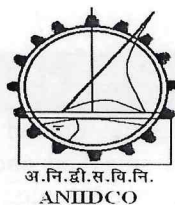
The responses to the pre-bid queries are issued for prospective bidders and for all legal purposes, the provisions of RFP and DCA shall prevail. The last date for submission of the bid on the eprocurement portal <https://eprocure.andamannicobar.gov.in> is 3.00 pm on 06.10.2025. Please also refer to the enclosed corrigendum.



General Manager (Projects)

F. No. 1-1745/ANIIDCO/Projects/2022-23/Vol. V/1548

Dated: 01.09.2025



ANDAMAN AND NICOBAR ISLANDS
INTEGRATED DEVELOPMENT CORPORATION LTD
(A Government undertaking)
CIN: U74999AN1988SGC000028, GSTIN: 35AACCA4070B1ZB

Corrigendum for Development of Megapode Resort on PPP basis

Subject: Design, Build, Finance and Operate and Transfer (DBFOT) of 'Megapode Resort' at Sri Vijaya Puram through Public Private Partnership.

RFP Reference Number: 1-1745/ANIIDCO/Projects/2022-23/Vol-IV/1451.

S. No.	RFP Clause Ref.	Original Clause	Updated Clause
1.	Clause 1.3.1, Page 15 of RFP, Table – Point 5.	Bid Due Date – 15.09.2025 upto 03.00 pm.	Bid Due Date – 06.10.2025 upto 03.00 pm.
2.	Clause 1.3.1, Page 15 of RFP, Table – Point 6.	Opening of Technical Bids – 15.09.2025 at 03.30 pm	Opening of Technical Bids – 06.10.2025 at 03.30 pm
3.	Clause 2.2.4 (ii), Page 26 of RFP.	Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth / ACI of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth / ACI conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For entities other than companies, AIFs and Foreign Investment Fund, the Net Worth shall	Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth / ACI of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth / ACI conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For entities other than companies, AIFs and Foreign Investment Fund, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards.

S. No.	RFP Clause Ref.	Original Clause	Updated Clause
		<p>mean assets net of liabilities and calculated as per applicable accounting standards.</p> <p>The Bidder shall upload online scanned copies of the certificates as specified above along with the Bid while the original physical document shall be submitted within 3 working days from the Bid Due Date, failing which the Bidder shall be summarily rejected.</p>	<p>The Bidder shall upload online scanned copies of the certificates as specified above along with the Bid while the original physical document shall be submitted within 10 working days from the Bid Due Date, failing which the Bidder shall be summarily rejected.</p>
4.	<ul style="list-style-type: none"> Cover page; Clause 1.2.1 – Page 11; Clause 1.2.11- Page 15; Clause 2.1.4- Page 17; Clause 2.11.2- Page 36; Clause 2.14.1- Page 37; Clause 2.15.3- Page 39; Appendix IX, Page 95; All other relevant instances in the RFP. 	<p>E-procurement portal: https://eprocure.andaman.gov.in</p>	<p>The new website address for e-procurement portal is - https://eprocure.andamannicobar.gov.in. The same shall read instead of the previous address, for all instances of the RFP document.</p>


General Manager (Projects)

F. No. 1-1745/ANIIDCO/Projects/2022-23/Vol. V/ 1548

Dated: 01.09.2025