

“Expression of Interest” (EOI) for Development of a Premium Club in Thiruvananthapuram on Design-Build-Finance-Operate-Transfer (DBFOT) basis”

Response to Pre-EOI Queries

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1.	Can KCA consider increasing the operation and maintenance period from 15 years to 25 years, excluding the construction period?	The Concession Period has been revised to 20 years , comprising a Construction Period of 3 years , including the time required for obtaining the necessary statutory approvals, followed by an Operations Period of 17 years commencing upon completion of construction.
2.	Can KCA consider a three-year construction period excluding the time required to obtain the necessary statutory approvals.	Kindly refer to the response provided to Query No. 1 above. The Construction Period has been revised to 3 years from execution of the Concession Agreement and shall include the time required for obtaining statutory approvals. KCA may extend the construction period where delay is demonstrably due to reasons beyond the control of the Concessionaire, subject to Concessionaire providing timely notice, taking reasonable mitigation measures and maintaining adequate supporting records. The principles and procedure for granting such extension shall be incorporated in the Concession Agreement, will be drafted in mutual discussion with the Selected Applicant. The Concessionaire shall submit monthly progress reports to KCA detailing the status of statutory approvals and applications, along with the progress of construction during the Construction Period. The technical specifications, design standards, quality requirements and development parameters for the Project shall be mutually agreed with the Selected Applicant and incorporated into the Concession

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		Agreement. The Concessionaire shall ensure that the Project is designed, developed and operated as a premium luxury club of high quality and standards, and shall accordingly adopt specifications, materials, finishes, amenities and service standards consistent with such positioning.
3.	Can the two sites be opened as per completion in separate?	Site-wise or phased commissioning may be permitted if each completed facility is safe, independently operable, compliant with applicable approvals and certified for occupancy and commercial operation. Partial commissioning shall not relieve the Concessionaire from completing the balance scope within the contractual schedule, subject to any permitted extension for delay beyond its control. Applicants proposing a phased implementation approach shall provide, as part of their Project Concept Note, a phase-wise development and commissioning plan together with indicative timelines demonstrating completion of the entire Project within the prescribed 3-year Construction Period.
4.	Please clarify whether bidders are free to propose the annual concession payments, including no payments during the agreed construction period, or whether KCA has any minimum payment to be prescribed. Please also confirm whether any additional payment or revenue share will be payable to KCA (revenue from accommodation, events etc)	Applicants shall quote year-wise Annual Concession Payments for the 20-year Concession Period, excluding applicable taxes, in the format provided in the revised EOI document. No minimum or mandatory Annual Concession Payment is prescribed during the construction period. Accordingly, Applicants shall have the flexibility to propose the payment schedule during the construction period based on their assessment of the Project's financing and cash flow requirements, including proposing nil payments during part or all of the construction period. No additional revenue share from accommodation, events or other approved facilities is proposed. The fee streams applicable to KCA-recommended and Concessionaire-recommended Associates shall

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		remain as communicated in the transaction structure mentioned in the revised EoI document. Kindly refer to the revised EoI document uploaded on KCA's website (www.keralacricketaassociation.com/tender).
5.	After the concession period ends, can KCA consider extending the agreement with the existing operator based on satisfactory performance, with a decision made at least three years before expiry?	Upon expiry of the Concession Period, KCA shall determine the future mode of operation of the facilities in accordance with applicable law, prevailing circumstances and its governing approvals. While no automatic extension or preferential right of renewal shall be available to the Concessionaire, KCA may, at its sole discretion, consider an extension of the Concession Agreement or any other appropriate arrangement, subject to applicable law and approvals. Accordingly, satisfactory performance during the Concession Period shall not, by itself, create any right or entitlement to renewal or extension of the Concession Agreement.
6.	Can KCA allow bank finance against project income, company shares, project assets and concession rights, without mortgaging KCA's land?	Project financing may be secured through a charge or assignment over the Concessionaire's project cash flows and permitted concession rights. KCA's land and title shall not be mortgaged or otherwise encumbered. The Concession Agreement will be drafted in mutual discussion with the Selected Applicant on the principle that project lenders may receive reasonable security and step-in protection without acquiring any mortgage, charge or ownership interest over KCA's land. All permitted security interests shall be fully discharged prior to the handback of the Project assets.
7.	If KCA ends the agreement early for reasons not caused by the concessionaire, how will outstanding bank loans, investor capital not yet recovered and reasonable closure costs be settled? Can the method of calculating compensation and the payment deadline be agreed in advance? Please clarify how the settlement will differ if the	The Concession Agreement will be drafted in mutual discussion with the Selected Applicant and will incorporate distinct termination regimes depending on whether the termination arises due to a KCA event of

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	concessionaire is responsible or neither party is at fault, after accounting for insurance and other recoveries.	default, a Concessionaire event of default, or an event beyond the reasonable control of both parties. In principle: a) termination resulting from a KCA event of default would provide for compensation towards the verified and reasonable project costs incurred by the Concessionaire, together with outstanding permitted debt obligations; b) termination resulting from a Concessionaire event of default would provide for a lower level of compensation, subject to applicable penalties or deductions, KCA's claims, insurance proceeds and other recoveries; and c) in the case of events beyond the control of both parties, the compensation framework would reflect the nature of the event, available insurance proceeds and an equitable allocation of risk between the parties. The Concession Agreement is also expected to include provisions relating to lender step-in rights, independent determination or verification of compensation amounts, and defined timelines for payment of termination compensation.
8.	If the project is affected by changes in law, government-ordered closures, natural disasters or restrictions imposed by KCA on agreed access, how will this be managed by KCA for the affected period? Can this be agreed in advance?	The Concession Agreement will be drafted in mutual discussion with the Selected Applicant on the principle that Change in Law, government-ordered closure, natural disaster, KCA-imposed restrictions on agreed access and other qualifying events beyond the affected party's control should entitle the affected party to proportionate relief. Relief may include extension of construction and/or the Concession Period, suspension of affected obligations and treatment of demonstrable additional costs. Any relief shall be subject to the Concessionaire providing prompt notice, taking reasonable mitigation measures,

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		maintaining adequate supporting records, and the event not being attributable to any act, omission, or default of the Concessionaire.
9.	Can the INR 5 crore performance guarantee be a bank guarantee? Can it be released within 30 days after completion? Please clarify the conditions when KCA can claim the guarantee.	Yes. The INR 5 crore Performance Guarantee shall be furnished as an unconditional bank guarantee from an eligible scheduled bank. It is proposed to be released promptly after completion of the entire construction scope, issuance of required occupancy/commercial-operation certifications and satisfaction of construction-stage obligations, subject to no subsisting claim. The Concession Agreement will be drafted in mutual discussion with the Selected Applicant on the principle that invocation shall be limited to specified defaults attributable to the Concessionaire, after the applicable notice and cure process. Further, KCA shall also constitute a Project Monitoring Team to periodically review and monitor the Concessionaire's performance and compliance with the obligations, milestones and service standards agreed under the Concession Agreement during the Concession Period.
10.	Please confirm that the concessionaire is solely responsible for the daily operations, staffing, purchases and pricing of the club amenities.	The Concessionaire shall have primary responsibility for day-to-day operations, staffing, procurement, maintenance and service delivery, at its own cost and risk.
11.	Please confirm any free or discounted facilities required for KCA members, players, guests or events.	For KCA-recommended Associates, the Associateship Fee and Annual Maintenance Charges shall be determined by KCA, while user charges shall be determined, collected and retained by the Concessionaire. The current transaction structure does not envisage any free or discounted entitlements. Any such entitlement, if proposed, shall be subject to the prior approval of the Managing Committee.

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12.	Does the limit of 3,300 membership is capped throughout the operating period? How will family membership, corporate memberships, transfers and replacements be counted?	The transaction structure provides for an overall cap of 3,500 Associates, comprising up to 3,300 Concessionaire-recommended Associates and up to 200 KCA-recommended Associates. The treatment of family associationships, corporate associationships and other associationship categories shall be determined through the Associationship Rules approved by the Managing Committee. Accordingly, the manner in which such categories are counted against the prescribed limit (whether as a single associationship or otherwise) shall be specified in the approved Associationship Rules. Any replacement of an existing associationship shall be counted within the prescribed limit and shall not result in an increase in the overall cap. Any increase in the aforementioned cap of Associates shall be subject to the prior approval of KCA and shall be considered only after mutual discussions between KCA and the Concessionaire, and agreement between the parties on the commercial implications of the proposed increase.
13.	Can membership be issued and the fees be collected before the club opens?	Associationship Fees may be collected prior to commencement of Club operations, subject to: (i) constitution of the Managing Committee; (ii) approval of the Associationship Rules by the Managing Committee; and (iii) approval and disclosure of the opening schedule. All Associationship Fees, together with any other revenues generated during the Construction Period and Operation Period, shall be deposited into a designated Escrow Account established in accordance with the Concession Agreement, the Escrow Agreement and the Financing Documents. The Escrow Account shall be operated in accordance with a predefined waterfall providing for payment of applicable taxes, approved Project costs, debt service obligations, concession-related

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		payments, reserve requirements and such other payments as may be specified therein. During the Construction Period, withdrawals from the Escrow Account shall be permitted solely towards approved Project construction, development and other Project-related costs, and shall be subject to certification of construction progress by the Independent Engineer or such other certifying authority as may be specified in the Concession Agreement and compliance with the applicable escrow waterfall. No distributions, dividends, shareholder loans, management fees or other transfers of Project funds to the Concessionaire's shareholders or their affiliates shall be permitted prior to commencement of commercial operations, except as may be expressly permitted under the Financing Documents and the Concession Agreement. Following commencement of commercial operations, Project revenues may be utilised by the Concessionaire in accordance with the approved escrow mechanism, the Financing Documents and the terms of the Concession Agreement.
14.	What selected facilities such as accommodation, restaurants, BAR, events and wellness services be made available to non-members?	None of the project facilities developed by the Concessionaire shall be made available to a non-Associate independently. Controlled access may be permitted only where the non-Associate is accompanied or recommended by an Associate. In such cases, user charges determined by the Concessionaire under the policy framework approved by the Managing Committee shall apply and shall be collected and retained by the Concessionaire. Such access shall remain subject to the applicable security and operational protocols and shall not dilute the premium club character of the Project or the priority accorded to Associates.
15.	Can specialist companies be appointed to manage agreed facilities?	Yes. The Concessionaire may engage experienced specialist operators for the operation and management of specific facilities, subject to the

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		prior approval of the Managing Committee. Notwithstanding such engagement, the Concessionaire shall remain solely responsible for the performance of its obligations under the Concession Agreement and for the acts, omissions and compliance of such operators.
16.	Can the concessionaire set and revise charges and retain the income from club activities, sponsorships and advertisements?	The Concessionaire may levy and periodically revise permitted charges and retain the revenue streams allocated to it, including user charges, sponsorship and advertisement income.
17.	Confirm that the concessionaire has the exclusive right to operate the facilities within the agreed project area?	The Concessionaire will receive the right to develop, operate and maintain the agreed clubhouse areas during the Concession Period. The Concession Agreement will be drafted in mutual discussion with the Selected Applicant on the principle that the Concessionaire shall have adequate operational flexibility in the management and operation of the clubhouse facilities, without restricting or adversely affecting KCA's cricketing, statutory or association-related functions.
18.	Are the proposed built-up areas of 60,000–65,000 sq ft at Mangalapuram and 60,000–70,000 sq ft at Thycaud based on the current permitted (statutory laws) development limits? Please specify what shall be considered for each site- such parking, basements, service areas, common areas? Are there provision for increasing the built up area, if so which party shall pay the premium for the F.S.I?	The stated development potential is indicative and does not constitute a statutory representation. Each Applicant shall independently verify permissible FAR/FSI, setbacks, height, parking and other requirements. Any premium for additional development rights sought for the Applicant's concept shall be borne by the Concessionaire.
19.	KCA to provide detailed site plans showing boundaries, setbacks, permitted building height, access roads, parking and other development requirements for both sites. Please also provide available land records, site levels, soil reports and existing building drawings. Specify what can be the shared facilities and areas for the concessionaire's exclusive use.	All the relevant site information available in KCA's possession has been uploaded to KCA's website (www.keralacricketassociation.com/tender). Applicants shall be responsible for undertaking independent technical, commercial and legal due diligence prior to the submission of their EOI.

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20.	Please confirm necessary requirements for the 5,000 sq ft KCA office and the scope of concessionaire. Confirm whether KCA arrange and pay for its office utility bills and share common maintenance costs?	The Concessionaire shall hand over 5,000 sq. ft. of bare-shell office space to KCA at Thycaud (Site 02). All interior fit-outs and furnishings shall be undertaken by KCA. KCA shall bear the cost of utilities that are separately metered and consumed exclusively within the office space. Common area maintenance and shared-service costs shall be allocated on an equitable and auditable basis.
21.	For the 30 free days of ground and pavilion use each year, how will dates be selected and confirm if this excludes the monsoon period. Specify what facilities and services are included, can cancelled days be rescheduled, and can additional days be booked at an agreed rate? Outside these 30 days, what KCA facilities can members use? How will club access and parking be maintained during KCA matches?	Thirty (30) days per year of use of the cricket ground and pavilion shall be made available to the Concessionaire, free of facility charges, for cricket-related activities. The dates shall be scheduled in advance in consultation with KCA and shall remain subject to the cricket calendar of BCCI and KCA, ground condition, safety requirements, and monsoon or maintenance constraints. Any days cancelled for reasons not attributable to the Concessionaire may be rescheduled, subject to availability and coordination with KCA. The Concessionaire shall be permitted to utilise the cricket ground for conducting approved cricket-related activities involving Associates and/or external customers, including corporate cricket tournaments and matches, and shall be entitled to levy, collect and retain the applicable user charges arising therefrom. The Concessionaire shall bear, on an actual basis, all utility charges and other consumable costs incurred in connection with its use of the cricket ground, pavilion and associated facilities during the days allocated to it. Club access during KCA matches shall continue to be available only to Associates and non-Associates who are accompanied by, or are guests of, Associates, subject to applicable security, access-control and parking protocols. The Managing Committee shall determine and approve the detailed operating framework governing scheduling, use of the cricket

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		ground and pavilion, utility charges, parking arrangements, access protocols and match-day operations.
22.	Please clarify who will apply and pay for the licenses such as Bars, accommodation etc. What happens if an important approval cannot be obtained despite proper applications?	The Concessionaire shall obtain, renew and comply with all licences, permits and approvals required for the implementation and operation of the approved project concept, and shall bear all related costs. KCA will provide reasonable facilitation and the necessary owner-side documentation. The Concession Agreement will be drafted in mutual discussion with the Selected Applicant on the principle that, where a material approval is delayed or refused despite the Concessionaire having made diligent and bona fide efforts to secure such approval, KCA may provide proportionate schedule relief for delays demonstrably beyond the Concessionaire's control.
23.	Can the standards of maintenance and refurbishment required during the agreement period be agreed prior to award? How the additional requirements by KCA beyond the initial agreement upon contract award be treated?	Baseline development, service, maintenance, refurbishment and handback standards shall be mutually discussed with the Selected Applicant and incorporated into the Concession Agreement. Lifecycle maintenance, refurbishment and replacement required to meet the agreed standards shall remain the responsibility of the Concessionaire. The standards and obligations set out in the Concession Agreement shall be final and binding on the parties, and no additional requirements shall be imposed by KCA thereafter, except where required under applicable law or arising from a Concessionaire default.
24.	What criteria and weightage will be used to evaluate the Project Concept Note and presentation for shortlisting bidders? How will the design, list of amenities, quality of facilities and the ability to develop, operate and maintain the club be assessed? Will KCA also give weightage	KCA will evaluate Cover 1 submissions for compliance with the prescribed technical and financial eligibility criteria. For Applicants meeting the eligibility requirements, the Project Concept Note and presentation will be evaluated holistically by a Technical Committee constituted by KCA, taking into consideration factors such as the

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	to these factors in the final selection, along with the NPV of concession payments offered?	development vision, amenity mix, design quality, sustainability, business plan, implementation approach, and capability to develop, operate and maintain the Project. Based on the evaluation of the Project Concept Notes and presentations, KCA shall shortlist Applicants for the next stage of the selection process. KCA shall thereafter undertake one-on-one discussions with the shortlisted Applicants to deliberate on the project concept, implementation approach, commercial proposal, and any related clarifications, refinements or negotiations. Following the completion of such discussions, the Selected Applicant shall be identified solely on the basis of the Commercial Proposal. The shortlisted Applicant offering the highest Net Present Value (NPV) of the Annual Concession Payments payable to KCA shall be selected. Accordingly, while the Project Concept Note and presentation will be used for the purpose of evaluating and shortlisting Applicants, the final selection of the Selected Applicant will be based solely on the Commercial Proposal.
25.	How will KCA calculate and compare the value of annual payments offered over the concession period, (NPV)? Can the calculation method, discount rate, payment dates and treatment of taxes be shared with an example?	The Commercial Proposal shall state year-wise Annual Concession Payments for the 20 year Concession Period, exclusive of applicable taxes, in the format provided in the revised EOI document. For the purpose of evaluating the Net Present Value (NPV) of the Commercial Proposals, KCA shall apply a common discount rate and a uniform evaluation methodology across all Shortlisted Applicants.
26.	For the INR 30 crore project experience, INR 150 crore total experience and INR 40 crore net-worth requirements, can experience and financial records from parent companies, group companies, joint ventures and overseas projects be considered? What proof is required? Please clarify consortium shareholding requirements, restrictions on changing	In assessing the Technical Capability and Financial Capability of an Applicant, the Technical Capability and Financial Capability of its Associates shall also be considered. However, in case the Applicant is a Consortium, the Net Worth of only "Lead member" and its Associate shall be only considered for assessing the Financial Capability of the

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	investors, and whether specialist operators can be appointed outside the three-member consortium.	Consortium. The term “Associate” is defined in the revised EOI document available on KCA’s website (www.keralacricketaassociation.com/tender). Applicants shall provide the information relating to Technical Capability and Financial Capability in accordance with the format and instructions set out in Annexure-3 and Annexure-4 of the revised EOI document. The consortium shall not comprise more than three members. However, the Concessionaire may engage specialist operators outside the three-member consortium. The Concessionaire may engage experienced specialist operators for the operation and management of specific facilities, subject to the prior approval of the Managing Committee. Notwithstanding such engagement, the Concessionaire shall remain solely responsible for the performance of its obligations under the Concession Agreement and for the acts, omissions and compliance of such operators.
27.	Can KCA extend the EOI submission deadline beyond 12 October 2026, allowing at least 60 days from the date both the complete replies to clarifications and the necessary site information are provided? This will allow sufficient time for planning, costing and financial review.	The EOI Due Date is extended upto 30 th November 2026.
28.	Before requiring a binding final commercial offer, can KCA also provide the draft concession agreement and allow applicants at least 30 days to review its terms?	The Concession Agreement will be drafted in mutual discussion with the Selected Applicant, based on the transaction principles communicated through the EOI, Investors’ Meet and clarification responses. Before execution, the Selected Applicant will be provided a reasonable opportunity to review and discuss the draft.
29.	Mangalapuram Site – Proposed Development Area We observed that the existing ground and associated amenities are already operational within the campus. Kindly clarify whether a specific	An extent of 1.58 acres has been demarcated within the Mangalapuram Site for the proposed Club Project. Applicants shall prepare and submit their Project Concept Note based on the demarcated area. The

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	area within the property has been demarcated for the proposed development, or whether the developer is permitted to propose the areas to be developed as part of the project concept. Based on our discussion during the site visit, we understood that a particular area may have been identified for the proposed development. If so, kindly indicate the demarcated proposed development area in the site plan to be provided.	boundaries of the demarcated site, together with all the relevant site information available in KCA's possession has been uploaded to KCA's website (www.keralacricketassociation.com/tender).
30.	Thycaud Site – Access / Right of Way During the site visit, we observed that the property has a direct access from the main road, while alternate access roads are also available along two other sides of the property. Kindly confirm whether the property has a legal right of access/right of way through these roads and whether these accesses can be considered for planning, vehicular movement and statutory approval purposes for the proposed development.	Yes, it is confirmed that the Project Site at Thycaud has access/right of way through the alternate access roads. Such access roads may be considered by Applicants for planning, vehicular circulation and statutory approval purposes, subject to compliance with applicable laws and the requirements of the competent authorities.
31.	Concession Period - The EoI proposes a total concession period of 17 years, inclusive of a 2-year construction period. Given the scale of capital investment required — particularly the site development and grading works at Site 1(Mangalapuram) — coupled with a realistic membership ramp-up period for a premium club of this nature,we submit that a 17-year term does not allow adequate time for the Developer to recover costs and generate areasonable return before the asset transfers to KCA at no cost. We would request KCA's consideration of extending the total concession period to 30–33 years (inclusive ofthe construction period), which would allow for a more viable investment horizon while still delivering afully developed, revenue-generating asset to KCA at no cost at the end of the term.	Kindly refer to the response provided to Query No. 1 above.

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32.	Associateship Fee Revenue Share - As per Section 5 of the EoI, the Associateship Fee collected from Concessionaire-recommended Associates is proposed to be split 70:30 in favour of the Concessionaire and KCA respectively. Considering the full construction, financing, operational, and maintenance costs borne solely by the Concessionaire over the concession period, we request that this split be revised to 50:50 between the Concessionaire and KCA, to more equitably reflect the risk and investment undertaken by the Concessionaire.	This query is not applicable. Kindly refer to the revised EoI document uploaded on KCA's website (www.keralacricketaassociation.com/tender). The revised transaction structure provides that the Concessionaire shall retain 100% of the Associateship Fee and Annual Maintenance Charges from up to 3,300 Concessionaire-recommended Associates, while KCA shall retain the corresponding amounts from up to 200 KCA-recommended Associates.
33.	KCA-Nominated Associates - the EoI reserves for KCA the right to recommend up to 500 Associates, for whom 100% of the Associateship Fee is retained by KCA while 100% of the Annual Maintenance Charges and User Charges for the same members remains payable to the Concessionaire. As the Concessionaire bears the full operational and maintenance cost for these members without receiving any share of the enrolment fee, we request that this allocation be reduced from 500 to 150 Associates.	This query is not applicable. Kindly refer to the revised EoI document uploaded on KCA's website (www.keralacricketaassociation.com/tender). The revised transaction structure provides for up to 200 KCA-recommended Associates. KCA shall retain the Associateship Fee and Annual Maintenance Charges from such Associates, while user charges shall be determined, collected and retained by the Concessionaire.
34.	Site Due Diligence Period — Site 1 (Mangalapuram) - Given the noted topographical variations at Site 1, we request a minimum period of 45 days following execution of the Concession Agreement (or at an appropriate earlier stage in the process) to carry out a detailed land survey, soil/structural assessment, and feasibility study prior to finalizing the construction design and cost estimates for this site.	Applicants shall undertake their own independent site due diligence prior to finalising and submitting their EoIs. KCA will provide site access. All the relevant site information available in KCA's possession has been uploaded to KCA's website (www.keralacricketaassociation.com/tender).
35.	Proposed Convention Center / Auditorium Facility - Subject to the outcome of the feasibility study referenced above, we propose the inclusion of a convention center or auditorium facility within the clubhouse development, to be used for hosting external events on a rental basis. We propose that all rental income generated from this	The Applicant may propose the development of a convention centre and/or auditorium as part of its Project Concept Note, subject to technical feasibility and compliance with applicable laws and regulations. The Concessionaire shall be entitled to levy, collect and

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	facility accrue entirely to the Concessionaire, as an additional revenue-generating component within the scope already granted to the Developer under Section 5 of the EoI.	retain all user charges and revenues arising from the operation of such facilities.
36.	Bar / Liquor License — Both Sites We note that the indicative list of revenue-generating components in Section 4 includes a restaurant, cafes, bar, and outdoor seating area. We seek KCA's in-principle approval for the Concessionaire to pursue a bar/liquor license at both Site 1 (Mangalapuram) and Site 2 (Thycaud), subject to compliance with all applicable state excise regulations. With specific reference to Site 2, we request that this facility not be precluded merely on account of the KCA office being co-located within the same building, and we request KCA's active support and joint facilitation, along with the concerned Excise/DCA authorities, in securing the necessary licenses at both locations.	KCA has no objection in principle to the Concessionaire applying for a valid bar or liquor licence at either site or both sites. The relevant licence(s) shall ordinarily be obtained in the name of the Concessionaire or a Specialist Operator engaged by the Concessionaire, unless otherwise required under applicable law or by the competent authority. The Concessionaire or the Specialist Operator, as the case may be, shall be responsible for preparing, filing, pursuing, obtaining, maintaining and complying with all applicable licence requirements, and shall bear all related costs, fees and expenses. KCA shall provide reasonable facilitation and such owner-side support authorisations and documentation as may be required for the licence application and renewal processes.
37.	KCA Office Space at Site 2 (Thycaud) - As per Section 5(c) of the EoI, the Concessionaire is required to hand over 5,000 sq. ft. of bare-shell office space to KCA at Thycaud. We request that this allocation be reconsidered and reduced to 4,000 sq. ft., which we submit would remain sufficient for KCA's functional requirements while allowing more efficient utilization of the built-up area for revenue-generating components.	The requirement remains 5,000 sq. ft. of bare-shell office space at Thycaud (Site 02).
38.	Support for Statutory and Government Approvals - While Section 6 of the EoI states that KCA shall play a facilitator's role in the receipt of statutory approvals, we request KCA's confirmation that this support will extend actively to all approvals required for the Project — including but not limited to building permits, excise/bar licensing, and any other	KCA will provide the necessary owner-side documents, authorisations and reasonable support required for obtaining the applicable approvals and licences. The Concessionaire shall remain responsible for preparing, filing, pursuing, obtaining and maintaining all approvals and licences required for the Project, and for bearing all related costs.

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	regulatory clearances — given the scale and multi-site nature of the development.	
39.	Performance Security Deposit - Should a performance security deposit be prescribed under the Concession Agreement, we propose that the same be capped at INR 2 Crore, and that it be refundable to the Concessionaire, upon the Project becoming fully operational and functional.	The Performance Guarantee remains proposed at INR 5 crore. Also, kindly refer to the response provided to Query No. 9 above.
40.	Considering that the existing structures are required to be demolished and the proposed development includes complete construction, fit-outs and interiors, we request that the construction period be considered as three years from the date of receipt of all statutory approvals and commencement permissions, rather than from the date of award/signing. Further, considering the scale of investment required in the development and the time required to establish and operate the facilities, we request clarification on whether the operational/concession period can be extended up to 20 years.	Kindly refer to the response provided to Query No. 1 above.
41.	Please clarify whether KCA has a proposed plan or provision for accommodating the approximately 95 statutory parking spaces required under KMBR for the proposed 65,000 sq. ft. hotel development on approximately 48 cents of land.	KCA has not prescribed or proposed any specific parking solution for the development. Applicants shall be responsible for assessing the parking requirements applicable to their proposed development concept and for ensuring compliance with all applicable statutory requirements, including those relating to parking under the prevailing building regulations. Applicants are expected to undertake their own technical due diligence and incorporate appropriate parking solutions within their Project Concept Note

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42.	We request clarification on the proposed usage framework for the cricket stadium, including: - What activities/events are permitted to be conducted at the stadium? - Whether such usage is restricted to Club members only, or whether events can also be conducted for the general public / external customers. This information is important for assessing the potential revenue contribution from the stadium.	The Cricket Ground and Pavilion Block may be utilised for cricket-related activities, including corporate cricket tournaments and matches. The Concessionaire shall be permitted to utilise the Cricket Ground for conducting cricket-related activities involving Associates and/or external customers. The Pavilion Block may be used in connection with such cricket matches and related activities. The Concessionaire shall be entitled to levy, collect and retain the applicable user charges arising from such permitted activities. The Concessionaire shall bear, on an actual basis, all utility charges and other consumable costs incurred in connection with its use of the cricket ground, pavilion and associated facilities during the days allocated to it.
43.	Will obtaining the necessary bar/liquor licence, including the applicable FL-4A licence, fall within the scope and responsibility of KCA?	Kindly refer to the response provided to Query No. 36 above.
44.	We request KCA to share the legal opinion/clarification regarding the feasibility of obtaining and operating an FL-4A licence at both proposed facilities, subject to applicable laws and approvals.	Applicants are encouraged to undertake their own legal and regulatory due diligence and satisfy themselves regarding the feasibility of obtaining and operating the requisite licences, approvals and permits for their proposed development concept.
45.	In case such licences/approvals are not available or cannot be obtained, how will this impact the proposed commercial model?	Kindly refer to the response provided to Query No. 22 above.
46.	During the pre-construction/sanction stage, substantial expenditure may be required towards architects, consultants, statutory submissions, approvals, design development and other professional services. In the event that the project does not proceed due to statutory, regulatory or other reasons beyond the developer's control, will such pre-	Kindly refer to the responses provided to Query No. 7, 8 & 22 above.

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	development expenditure/costs incurred by the developer be reimbursed or otherwise recoverable? Similarly, please clarify the treatment/recovery mechanism for expenditure incurred towards building permits and other statutory approvals during the project initiation stage.	
47.	Please clarify whether the proposed restaurants, bars and other commercial facilities can be made accessible to the general public even as a separate facility , usage of banquets for functions in addition to Club members and their accompanying guests.	Kindly refer to the response provided to Query No. 14 above.
48.	We request clarification on whether the developer/operator will be permitted to sell the memberships upfront or during the construction period, with the membership proceeds being utilised towards funding the development and construction of the project.	Kindly refer to the response provided to Query No. 13 above.
49.	Is the proposed structure a revenue-sharing model based on the actual membership sales/inflow?	This query is not applicable. Kindly refer to the responses provided to Query No. 32 & 33 above.
50.	As discussed/presented earlier, we understand that 30% of the membership revenue was indicated as KCA's share. Please confirm whether this remains the proposed commercial structure.	This query is not applicable. Kindly refer to the responses provided to Query No. 32 & 33 above.
51.	Will KCA's share be calculated on the gross membership revenue collected, or after deduction of any applicable taxes, transaction costs or other permitted expenses?	This query is not applicable. Kindly refer to the response provided to Query No. 32 & 33 above.
52.	Will the developer be permitted to retain and deploy the balance membership proceeds towards project construction and development?	This query is not applicable. Kindly refer to the response provided to Query No. 13 above.

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53.	What happens in the event that the projected 3,300 memberships are not fully sold?	The figure of 3,300 Associates represents the maximum number of Concessionaire-recommended Associates permitted under the proposed transaction structure and not a guaranteed enrolment level. The Concessionaire shall bear the demand, marketing and enrolment risk associated with the Project. Accordingly, if the projected 3,300 Associates are not fully enrolled, there shall be no obligation on KCA to compensate the Concessionaire or modify the agreed commercial terms.
54.	Would the consortium be considered eligible if the lead party does not meet the prescribed hospitality turnover requirement	Kindly refer to the response provided to Query No. 26 above.
55.	We suggest that the minimum lease period be extended to 20 years, considering the nature and scale of the proposed investment.	Kindly refer to the response provided to Query No. 1 above.
56.	With regard to the Managing Committee, we suggest a composition of 6:4, in the case of a 10-member committee, between the elected SPV representatives (6) and elected KCA representatives (4). This arrangement may be reviewed and revised after the completion of the lease period	Kindly note that the Managing Committee shall comprise 11 members, of which 6 members shall be nominated by KCA and 5 members shall be nominated by the Concessionaire. The composition of the Managing Committee shall remain as specified above throughout the Concession Period. All policy matters, including Associate Selection Criteria, Associateship Rules, Operational Protocols and Oversight Arrangements, shall be subject to the approval of the Managing Committee.
57.	Confirm the FSI/FAR permissible for the city (Corporation) property at Site 02 under the applicable building rules, including eligibility for any enhanced FAR available under the development-area / CBD / TOD provisions, and confirm the FAR/development norms applicable to Site 01, Mangalapuram (Grama Panchayat jurisdiction).	Kindly refer to the response provided to Query No. 18 above.

S. No.	Query	Response
58.	Confirm whether the 5,000 sq. ft. KCA office component at Site 02 is within, or over and above, the stated development potential	The 5,000 sqft bare-shell office space to be provided to KCA forms part of the stated development potential, which is indicative in nature. Applicants are requested to refer to the response provided to Query No. 18 above.
59.	Confirm the Common Area Maintenance (CAM) arrangement proposed for the 5,000 sq. ft. KCA office component at Site 02	Kindly refer to the response provided to Query No. 20 above.
60.	Confirm whether a 36-month construction period, running from the date of approval of construction plans (rather than from the date of execution of the Concession Agreement), would be acceptable, and confirm the treatment of delay attributable to Authority approvals, encumbrance-free handover, or Force Majeure in computing this period	Kindly refer to the response provided to Query No. 2 above.
61.	Share details of the current infrastructure at the KCA Cricket Ground, Mangalapuram (capacity, pavilion, viewing gallery, floodlighting, parking and existing utilities).	All the relevant site information available in KCA's possession has been uploaded to KCA's website (www.keralacricketassociation.com/tender).
62.	Confirm that the cricket ground, pavilion block and viewing gallery are NOT within the Concessionaire's operation and maintenance scope; if any part of this maintenance is intended to fall on the Concessionaire, specify the scope and any compensation/fee mechanism proposed.	The cricket ground, pavilion block and viewing gallery are NOT within the Concessionaire's operation and maintenance scope.
63.	Confirm whether the permitted use of the cricket ground and amphitheatre on the Concessionaire's 30 free days can be widened from "cricket-related activities only" to sports, cultural and corporate events, subject to KCA's prior approval and no interference with the cricket calendar.	Request is not accepted.
64.	Confirm whether the Concessionaire's 30 free days on the cricket ground are restricted to only a particular month and confirm that such	Kindly refer to the responses provided to Query No. 21 & 42.

S. No.	Query	Response
	days may be utilised for training, coaching camps and other cricket-related activities, in addition to matches.	
65.	Confirm whether KCA shall independently pursue and maintain affiliations, associations, engagements and agreements with other State/National cricketing associations and bodies, such affiliations being part of KCA's prestige and network value to the Project.	KCA shall use reasonable efforts to pursue and maintain its affiliations, associations, engagements and agreements with State and other cricketing bodies, consistent with its objectives and activities as a cricket association. However, KCA does not provide any assurance, representation or guarantee regarding the continuation, renewal, scope, benefits or commercial outcomes of any such affiliations, associations, engagements or agreements. Applicants shall independently assess the relevance and potential impact of such affiliations and shall not rely upon them as a guaranteed source of revenue, business opportunity or patronage while preparing their Project Concept Note or Commercial Proposal.
66.	Confirm whether the Concessionaire is permitted to engage third-party Operators (for F&B, hospitality, wellness, event management or similar facilities) for operation of specific components of the Project.	Kindly refer to the response provided to Query No. 15 above.
67.	Confirm membership admission criteria, categories and eligibility, or whether this rests entirely with the Concessionaire.	All policy matters, including Associate Selection Criteria, Associateship Rules, Operational Protocols and Oversight Arrangements, shall be approved by the Managing Committee.
68.	Confirm whether a Concession Period of 30 years + 3 years (in place of the 15-year operating period — 17 years inclusive of the construction period — currently indicated) will be considered, and, if so, the consequential changes to the Commercial Proposal format and evaluation methodology.	Kindly refer to the response provided to Query No. 1 above.
69.	Confirm the conditions for invocation of the Bid/Performance Bank Guarantee — specifically, that the BG shall not be invoked or forfeited	Kindly refer to the response provided to Query No. 9 above.

S. No.	Query	Response
	on account of delay in, or non-grant of, statutory permissions or approvals, and that such delay shall be treated as Authority Delay/Force Majeure.	
70.	Confirm the timeline within which the Bid/Performance BG is to be furnished.	Within 45 days from issuance of Letter of Award to the Selected Applicant.
71.	Provide access to the complete data room for title due diligence — title deeds, revenue/survey records, approved layout and building plans for both sites, as-built drawings and the occupancy certificate for the existing Thycaud head office, contour survey and soil investigation report for Site 01, and encumbrance certificates — and confirm the time period that will be made available to bidders to scrutinise the title due diligence report/data room.	Kindly refer to the response provided to Query No. 19 above.
72.	Kindly share a draft of the Concession Agreement	Concession Agreement will be drafted in mutual discussion with the Selected Applicant based on the transaction principles communicated through the revised EoI document and this document.
73.	Confirm that the Concessionaire is permitted to create a mortgage/charge over its concessionaire/leasehold rights, the superstructure and/or Project assets in favour of its lenders for equity/debt funding.	Kindly refer to the response provided to Query No. 6 above
74.	Confirm locking period for assignment of rights or change in control of the Concessionaire/SPV	The Applicant / Consortium members shall collectively hold not less 51% (fifty one percent) of the aggregate shareholding of the Concessionaire until the third anniversary of the construction completion date.
75.	Confirm the party responsible for stamp duty, registration charges and other statutory levies on the Concession Agreement and the estimated quantum thereof	Stamp duty, registration charges and statutory levies on the Concession Agreement and financing documents shall be borne by the Concessionaire unless a levy is legally payable exclusively by KCA.

S. No.	Query	Response
		Applicants should obtain independent advice on the amount applicable on the execution date.
76.	Share the list of debt funding lenders (banks/NBFCs) identified or empanelled by KCA for Project debt financing, and any lender-specific conditions or requirements applicable to bidders	KCA has not identified or empanelled any lender and does not assure project debt. Each Applicant shall arrange financing and financial closure. The Concession Agreement will be drafted in mutual discussion with the Selected Applicant on the principle that reasonable lender security and step-in protection may be recognised without mortgaging or transferring KCA's land.
77.	Confirm that there is no floor or ceiling prescribed by KCA on membership fees, tariffs or other charges, and that fixation of such fees, tariffs and pricing rests entirely with the Concessionaire, at its discretion, without any contractual obligation to adhere to a specified pricing band.	KCA does not prescribe a floor or ceiling for Associateship Fee applicable to Concessionaire-recommended Associates. The Concessionaire may propose and revise charges based on market demand and applicable laws with concurrence from the Management committee.
78.	Confirm the maximum number of members permitted in a consortium under the EoI, and whether this cap may be relaxed to allow more than three consortium partners in circumstances such as the inclusion of a celebrity or similar marquee partner.	Kindly refer to the response provided to Query No. 12 above
79.	Suggest considering the inclusion of additional facilities such as poolside bar and Restaurant, Play Cardroom, Grand reception with office space and basement parking area	Applicants have flexibility to propose any additional facilities as part of its Project Concept Note, subject to technical feasibility and compliance with applicable laws and regulations.
80.	What will be % share of KCA in the proposed SPV to be incorporated by the Concessionaire	KCA is not proposed to hold equity in the Concessionaire's special-purpose entity.
81.	Can the Performance Guarantee be made of 1 Cr only	Request is not accepted.
82.	Will the project be sanctioned in the name of KCA ?	The relevant approvals, permits and licences shall be obtained in the name of KCA where so required under applicable law or by the competent authority, having regard to KCA's status as the owner of the

S. No.	Query	Response
		Project Sites. However, the Concessionaire shall be responsible for preparing, filing, pursuing, obtaining, maintaining and complying with all applicable approval, permit and licence requirements, and shall bear all related costs, fees and expenses. KCA shall provide reasonable facilitation and such owner-side support, authorisations and documentation as may be required for the approval and licensing processes.
83.	Can the total construction period be 24 months (+ 6 months grace period) after the Plan is sanctioned ? Further, the O&M period should be 15 Years after commencement of Building & Services.	Kindly refer to the response provided to Query No. 2 above
84.	Can the Management Committee have equal members from both the concessionaire and KCA ?	Kindly refer to the response provided to Query No. 56 above
85.	The associateship fees and user charges for all Associates shall be finalized by the committee.	All policy matters, including Associate Selection Criteria, Associateship Rules, Operational Protocols and Oversight Arrangements, shall be approved by the Managing Committee. Within the approved framework, the Concessionaire shall determine the Associateship Fee and Annual Maintenance Charges applicable to Concessionaire-recommended Associates, while KCA shall determine the Associateship Fee and Annual Maintenance Charges allocated to KCA-recommended Associates. User Charges for all Associates shall be determined, collected and retained by the Concessionaire.
86.	Request to amend the Technical Capability Criteria since there are different expertises required for the project like Early Expenses, Construction, Planning & Designing (Technical Expertise), Project Marketing & Planning- Marketing Expert, Membership Drive - Marketing Expert.	Kindly refer to the response provided to Query No. 26 above

S. No.	Query	Response
87.	Can Hospitality Management be outsourced to any reputed brand for operations and management decided by committee and concessionaire.	Kindly refer to the response provided to Query No. 15 above
88.	Technical Capability Criteria - The aggregate project cost of all Relevant Projects undertaken by the Bidding Entity and/or member(s) of the Bidding Consortium shall be not less than INR 100 Crore (instead of INR 150 Crore).	Request is not accepted.
89.	To enable us to study the project further and work out the feasibility and potential development plan, could you please share a sketch/site plan of the properties, indicating the boundaries, dimensions, access roads and, if available, the location of the individual properties? This will help our team understand the site configuration and assess the development possibilities more accurately.	All the relevant site information available in KCA's possession has been uploaded to KCA's website (www.keralacricketaassociation.com/tender).
90.	What will happen to the Associateships after the concessionaire period has ended?	Associateships enrolled during the Concession Period shall continue to remain valid in accordance with the applicable Associateship Rules and terms approved by the Managing Committee. Upon expiry of the Concession Period, KCA shall assume control and operation of the Club and its facilities. The Concession Agreement shall be developed through mutual discussions with the Selected Applicant and is expected to incorporate appropriate transition arrangements governing the treatment of existing Associates, including the continuation of Associateship rights and obligations after expiry of the Concession Period, so as to ensure an orderly transition and avoid disruption to the Club's operations.
91.	Is there a cap on the Associateship Fee?	Kindly refer to the response provided to Query No. 77 above

S. No.	Query	Response
92.	Can additional members be added other than the 3,500 as mentioned in the EOI.	Kindly refer to the response provided to Query No. 12 above
93.	Are there any affiliate clubs at present ?	Kindly refer to the response provided to Query No. 65 above.
94.	Can the number of members in the consortium be increased from 3?	Request is not accepted.
95.	Are both the properties eligible for bar licenses ?	Kindly refer to the responses provided to Query No. 36 and 44 above