

**REPLIES TO THE QUERIES**

*(Also refer to CSD- Corrigendum (I) for additional clarifications)*

<b>NAME OF THE PROJECT</b>	:	Development of Alappuzha City Road Improvement Project in the State of Kerala to be executed Under Public Private Partnership (Design, Build, Finance, Operate, Maintain and Transfer DBFOMT) on Hybrid Annuity Basis
<b>Authority</b>	:	Kerala Road Fund Board
<b>Date of Reply</b>	:	3 <sup>rd</sup> January 2018

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
<b>Queries Raised by M/s. Rohan Rajdeep Tollways Limited</b>				
1.	DCA, Article 44	<p>“<b>Total Project Cost</b>” means the lowest of:</p> <p>(a) the capital cost of the Project, as set forth in the Financial Package;</p> <p>(b) the actual capital cost of the Project upon completion of the Project; and</p> <p>(c) a sum of _____ Crore (Rupees _____ only);</p>	<p>However we would like to bring to your kind notice that, we have verified the project cost in accordance with the scope of the work mentioned in Schedule B&amp;C and other related provisions in the agreement. The project cost figured out is very much on the higher side that that of mentioned in the Clause 1.1.1 of the RFP. In such case there will be the difficulties for achieving the financial closure and banks/financial institution will not be convinced in anyway.</p> <p>Therefore it is requested to change the definition of “Total Project Cost” to accommodate only option (a) &amp; (b) and remover (c).</p>	No change. The clause as per DCA shall prevail.
2.	DCA, Clause 4.2 & 4.3	<b>4.2 Damages for delay by the Authority</b>	We kindly request you to keep equal for both	No Change. The Clause as per DCA

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		<p>In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</p> <p><b>4.3 Damages for delay by the Concessionaire</b></p> <p>In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</p>	<p>the damages and Delay by Authority &amp; Concessionaire.</p>	<p>shall prevail.</p>
3.	DCA, General		<p>Clauses of damages for delay by Concessionaire has been included in the DCA, but the clause for Bonus for achieving partial completion or full completion is not included.</p> <p>Therefore as per the general practice of BOT</p>	<p>No Change. The Clause as per DCA shall prevail.</p>

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			annuity projects, we request you to introduce a clause for Bonus Payments for early completion calculates as, Average Daily Annuity and the number of days by which COD preceded.	
4.	Clause 10.3.3, DCA	10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake removal of all such encroachments at their own cost and expenses. No claims on this account shall be made by the Authority.	<p>Being Concessionaire is a private entity cannot control any encroachments done by the Local People or some other entity.</p> <p>Hence we kindly request you to remove the encroachments or occupation at Authority's cost. Concessionaire can only report the same.</p>	No change. The Clause as per DCA shall prevail.
5.	Clause 10.3.5	The Concessionaire shall complete the construction on the land included in the Appendix for which the Right of Way has been granted within 90 (ninety) days of the Appointed Date, before Project Completion Date. However, construction on the lands for which Right of Way is granted after the period of 90 (ninety) days from the Appointed Date shall be completed within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice	The Concession Period shall be extended if the completion of construction delays due to non availability of ROW at actual according Clause 35.3 on Page 104 i.e. "In the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay in achieving COD, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed.	Kindly refer Clause 31.3 of the DCA.

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6.	Clause 10.5, DCA	<p><b>10.5 Protection of Site from encroachments</b></p> <p>During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.</p>	<p>Being Concessionaire is a private entity cannot control any encroachments done by the Local People or some other entity.</p> <p>Hence we kindly request you not to held responsible Concessionaire for any happening of encroachments.</p> <p>Only the scope of intimation to the Authority shall be kept with the Concessionaire.</p>	<p>No change. The Clause as per DCA shall prevail.</p>
7.	Clause 11.2, DCA	<p><b>11.2 Shifting of obstructing utilities</b></p> <p>The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall</p>	<ol style="list-style-type: none"> <li>1. The cost of shifting shall be borne by the Authority and the delay if any shall be compensated in terms of extension of time of construction as well as concession period.</li> <li>2. We further request you to provide details list of utilities required to be shifted.</li> <li>3. If cost of shifting is paid to concerned government department by concessionaire the same shall be reimbursed on submission of receipt within 15 days.</li> <li>4. If the work is executed by Concessionaire the payment for the same shall be made as per payment terms of change of scope.</li> </ol>	<ol style="list-style-type: none"> <li>1. Kindly refer addendum.</li> <li>2. The tentative list of utilities is provided in the DPR. The DPR is uploaded in the website of KRFB. The Concessionaire has to make detailed list of utilities.</li> <li>3. The timeline for repayment cannot be confirmed at this stage.</li> <li>4. The Clause as per DCA shall prevail.</li> </ol>

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		<p>be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p>		
8.	Clause 11.2, DCA	<p><b>11.2 Shifting of obstructing utilities</b></p> <p>The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as</p>	<p>We kindly request to provide the list of utilities to be shifted during the execution period. If there is delay in obtaining the permission for shifting of utilities apart from cost time extension shall be provided.</p>	<ol style="list-style-type: none"> <li>1. The tentative list of utilities is provided in the DPR. The DPR is uploaded in the website of KRFB. The Concessionaire has to make detailed list of utilities.</li> <li>2. Refer clause 31.3 of time extension.</li> </ol>

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		the case may be.		
9.	Clause 11.4, DCA	<p>11.4 Felling of trees</p> <p>The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p>	<p>As per this clause felling and removal of trees will be taken by the Authority. Kindly provide the detail status of such felling and removal of trees identified within the RoW as of now. Delay if any shall be compensated in terms of time of construction as well as concession period.</p>	<ol style="list-style-type: none"> <li>1. The tentative list of utilities is provided in the DPR. The DPR is uploaded in the website of KRFB. The Concessionaire has to make detailed list of utilities.</li> <li>2. Refer clause 31.3 of time extension.</li> </ol>
10.	Clause 14.3.2, DCA	<p>14.3.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project, if at least 90% (ninety per cent) of the total work of the project has been completed and the Project Corridor is open to public for access. The Project Corridor should comply with the Specifications and Standards set forth in Annex-I of the Schedule-D. Upon issue of</p>	<p>We request you to amend this clause as,</p> <p>The parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the project, if at least 75% of the total work of the project has been completed and the Project Corridor is traffic worthy.</p>	<p>No Change, the Clause as per DCA shall prevail.</p>

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		such Provisional Certificate, the provisions of Article 15 shall apply to such completed part, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Project shall be construed accordingly.	This is general practice for BOT Annuity projects to issue provisional completion on 75% physical completion.	
11.	Clause 14.4, DCA	14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional	<ol style="list-style-type: none"> <li>1. This clause does not include the time required for completion of punch list items in case of change of scope after the issue of provisional certificate. We request you to modify this clause to include time required for completion in case of change of scope.</li> <li>2. Also, we request you to increase the number of days to complete the punch list items from 90 days to 150 days, in view of the request made in Article of 3 of DCA.</li> </ol>	<ol style="list-style-type: none"> <li>1. The change of scope after 90% completion of work will not form part of COD. Change of scope items will not form part of Punch List Items.</li> <li>2. No change in time line for completion of punch list items.</li> </ol>

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		Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.		
12.	Clause 18.1.2 & 18.2	<p>18.1.2 The Authority shall appoint an experienced and qualified firm or organisation or experienced and qualified personnel, whom shall be member of the Independent Engineer team (the “Safety Consultant”) for carrying out safety audit of the Project in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.</p> <p>18.2 Expenditure on Safety Requirements</p> <p>All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in accordance with the provisions of Article 16. Costs and expenses on works and services not covered hitherto before and arising out of Safety Requirements shall be borne by the Authority.</p>	<p>As per clause Authority shall appoint safety consultant, but the expenditure of the same shall be borne by the Concessionaire.</p> <p>Hence we kindly request you to provide the maximum limit of such expense.</p>	<p>As per Clause 18.1.2, the Safety Consultants shall be member of the Independent Engineer team. The Cost IE will be made as per Schedule P of DCA.</p>
13.	Clause 27.3.1	The Concessionaire shall atleast 30 days prior to the relevant Annuity Payment date submit to the Independent Engineer, its invoice, addressed to the Authority for payment of Annuity for the applicable Annuity Payment	We kindly request you to make the provisions for revolving Letter of Credit from bank in favour of the Concessionaire equal to Annuity payment as the same is a regular practice in	No change, the clause as per DCA shall prevail.



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		Period.	NH projects on Annuity basis. This will be help the project bankable.	
14.	Clause 1.3 (Sr.No:10) of RFP	According to this clause the signing of the Concession Agreement within 45 days from the date of acceptance of LOA by the selected bidder.	As the selected bidder shall have to incorporate a limited liability company and register it under the Companies Act 2013 before signing of agreement for which considerable time is required.  Hence we kindly request you to provide 90 days from the issue of LoA for signing the Concession Agreement.	No change, the clause as per DCA shall prevail.
15.	Clause 3.3.3 & 3.3.3 of RFP	3.3.1 Subject to the provisions of Clause 2.16.1, Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the, the lowest Annuity (Fixed Semi Annual Payment) to be paid by the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.  3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the	According to the tender format the successful /selected bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest Annuity to be paid by the Authority.  Hence we kindly request you to clarify the successful /selected bidder wrt to Clause 3.3.3 & 3.3.3.	Kindly refer Clause 1.2.6 of RFP.

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		<p>“second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.</p>		
16.	Clause 43.5 of DCA	<p>43.5 Delayed payments</p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 45 (forty five) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal the 10-year G-Sec yield+ the spread, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including</p>	<p>Please read Clause as;</p> <p>In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to SBI Bank rate plus 5% spread as concessionaire has to pay interest at such rates.</p>	Kindly refer addendum.

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		Termination thereof.		
17.	Clause 1.2.4 & 2.1.7 of RFP	<p><b>Cl-1.2.4 on Page-5 of RFP : Bid Security</b> Bidder is required to deposit, along with its Bid, a bid security of Rs.2.87 Crores (Rupees Two Crores and Eighty Seven Lakhs)</p> <p style="text-align: center;"><b>&amp;</b></p> <p><b>Cl-2.1.7 on Page-9 of RFP</b> The Bidder shall deposit a Bid Security of Rs.3.10 Crores (Rs Three Crores Ten Lakhs only) in accordance with the provisions of this RFP.</p>	There is a mismatch between the Two clauses mentioned regarding Bid security. We Kindly request you to clarify the same.	Kindly refer addendum.
18.	Cl. No. 2.3 & 2.4 on Page 14 - Technical Schedule: Right of Way		We Kindly request you to provide chain age wise & road wise ROW details.	The concessionaire shall collect ROW details independently. Design drawings are issued for reference
19.	Cl-5.3.2 on Page 17 of Technical schedule: Design Traffic		We Kindly request you to provide traffic survey details.	The DPR is uploaded in the website of KRFB for the reference.
20.	Cl-5.4 on Page17 of Technical Schedule: Reconstruction of Stressed /damaged pavement.		We Kindly request you to provide the detailed chain ages of the stretches.	Concessionaire shall make his own assessment for pavement reconstruction requirements
21.	Cl-1.1.7 on Page-30 :Protection for Corrosion		As the location of Alappuzha at Sea shore and to arrive the construction cost of all agency on same ground, we request you to provide the	Corrosion shielding shall be as per IRC SP-80 Guidelines for Corrosion Prevention, monitoring and remedial

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			<p>requirement of corrosion treatment in detailed.</p> <p>i. Whether to provide CRS Steel / with Fusion Bonded Epoxy Coating to Reinforcement Steel.</p> <p>ii. Any specific paint requirement as against corrosion.</p>	measures for concrete bridge structures.
22.	Cl-3 on Page-39 of Technical Schedule: Footpath and Cycle Tracks: Regarding ROW.	Footpaths and Cycle tracks are proposed where sufficient RoW is available. At some places ROW is restricted but we can provide either Footpath or Cycle Track.	In the Mentioned point which one to be provided. Please Clarify For details; provide details of existing and proposed ROW.	Drawings shall be shared for reference. However, the concessionaire shall take due diligence of the design and RoW independently
23.	Cl-3 on Page-39 of Technical Schedule: Footpath and Cycle Tracks: Regarding Colour surfacing	Cycle tracks shall be clearly distinguished from the carriageway with a different colour surfacing	We kindly request you to please clarify the type of material use for colour surfacing.	The concessionaire can propose options for pigmented surfacing
24.	Technical Schedule: Typical Cross Sections Drawing - Footpath and Cycle Tracks	Some of cross section, width of Footpath cum Utility drain mentioned as 1m to 2m.	This is very cost effective and it will viable the construction cost assumption wise. Therefore we request you to give the fix width of Foot path Cum Utility.	The typical cross sections given in DPR shall be followed

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25.	Technical Schedule: Typical Cross Sections Drawing - Footpath and Cycle Tracks.	Size of Box Drain & clear height of Footpath cum utility.	We Kindly request you to provide the size of Box Drain & clear height of Footpath cum utility.	The typical cross sections given in RFP shall be followed. 120 mm clear up stand for mountable and 150 mm for non-mountable kerbs shall be followed.
26.	Technical Schedule: Typical Cross Sections Drawing - Foundation of Street Light.	In Typical cross section drawing It shows as the foundation rest on wall of drain.	But design point of view and stability of street light, it will not possible to provide foundation at that location. It should be outside the drain wall. We Kindly request you to clarify the same.	The lighting foundation shall be provided outside the outer drain wall only.
27.	Clause-5 on Page-42 of Technical Schedule: Road Lighting.		Who will bear the cost of Electricity Bill? It should be in the scope of Authority.	Electricity charges shall be borne by municipality. However, the initial charges payable to KSEB for installation shall be paid by the concessionaire, which will be reimbursed by the Authority.
28.	Clause-7 on Page-44 of Technical Schedule: Landscaping and Tree Plantation		For clarity of scope, we request you to provide the specific requirement of Landscaping and Tree Plantation with details of Existing ROW and Proposed ROW.	Details are provided in the DPR uploaded in the website.

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29.	Schedule-E- on Page 3 of Technical Schedule	The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:  (c) procured all Applicable Permits relating to environmental protection and conservation of the Site	In accordance with the Condition Precedent of Authority, kindly convey the present status of the procurement of Applicable Permits relating to environmental protection and conservation of the site as the same requires considerable time leading to delay in Financial Closure. Or it shall be procured by Authority.	This project does not require any environmental clearance or permits..
30.	Land for Labour Camp & Concrete Plant		We kindly request you to provide Land for Labour Camp, RMC Plant, Hot Mix Plant and Material Stacking within city limit free of cost.	It is the responsibility of the Concessionaire to procure land for labour camp, RMC, Hot Mix Plants and for material stacking.
31.	Detailed Project Report		For Competitive bidding and equal platform of scope, we request you to provide Detailed project report with measurement.	Details are provided in the DPR uploaded in the website.
32.	Drawings – Longitudinal Sections		Please provide the Plan & Profile of the project road.	Details are provided in the DPR uploaded in the website.
33.	GeoTechnical Investigation Report		Please provide the detail Geo Technical Investigation Report.	Concessionaire shall undertake independent investigations
34.	Table-5 on Page-8 of Schedule: Minor Bridges & Culverts		We Kindly request you to provide the chainage wise structure No. of Span / Dia and size of Span/Dia of details with width of structure.	DPR main report is shared for guidance. Concessionaire shall carryout independent assessment of the existing and proposed culvert

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				locations.
35.	Table 11 on Page-31 of Schedule: Proposed Improvement of Culverts		We Kindly request you to provide the Proposed Span requirement of New / Reconstruction Culverts.	Details are provided in the DPR uploaded in the website.
36.	Cl-5.2 on Page-16 of Schedule-B	Cycle tracks shall be provided with pigmented (Green/approved colour) surface to differentiate from the carriageway / paved shoulder pavement surface.	Cycle tracks with pigmented (Green/approved colour) surface will not be Feasible. Therefore we request you to give alternative with Paver Block of different colour & patterns.	Details are provided in the DPR uploaded in the website.
37.	Cl-6 & 7 on Page-17 of Schedule-B	Road side Drainage: The storm water drainage system including sub-surface drains for the project Corridors shall be designed and constructed.	As per current site condition Sewerage water is passing through Storm water drains. As per the schedule and Cross Section, storm water drainage system is to be designed for sub-surface water. In that case where this sewerage water will go. Please Clarify.	Details are provided in the DPR uploaded in the website.
38.	Cl-1-(10) on Page-38 of Schedule C –	Protect existing utilities and properly relocated them to achieve effective space utilization.	At the time of Tendering stage, we can't identify the exact requirement of underground utility protection and shifting. Therefore we request you to consider this activity under change of scope and shall be paid accordingly.	Such expenses, if any shall be paid in actuals by the authority. Prior approval of the Authority, subject to verification by Independent Engineer is mandatory in such cases.
39.	Cl-2 on Page-38 of Schedule C- Traffic Signals (Provisional)		We Kindly request you to provide details drawing of Proposed Traffic Signals. Also clarify who will bear the cost of Operation &	The traffic Signals are provided in the DPR.As per Bid Documents, Maintenance shall be the

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			maintenance during concession period. Whether in the scope of Authority.	responsibility of the concessionaire.
40.	Figure 11 : Typical Cross Section for Corridor 10		As per the TCS Type-6B, 6, existing utilities shown below the Cycle Track. If any maintenance of removal requires in future the, Authority should paid restoration / Reinstatement amount extra at actual with 20% OH&P. Whether to provide Paver Block at Buffer zone on Canal side. Kindly provide the specific width. If requirement in more than this width it will comes under change of scope.	The utility ducts are provided as RCC box structure at the outer edge of the Cycle track. No paver blocks (as extended footpath where space is available) need to be provided on any buffer space for the width outside the RoW. However, if there is additional space over and above the footpath width within the available RoW, paver blocks shall be provided in this additional space. Concessionaire shall allow for this in his cost estimate and no additional payment shall be made in this regard.
Queries Raised by INKEL				
41.	General		Letter of Credit from the state may be given as guarantee for semi annuity payments.	The Clause as per RFP and DCA shall prevail.
42.	Clause 3.1.2, DCA	Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to  (d) allow and assist the Authority or Authority's	Clarification required regarding the expenses which will be incurred for this.	There are no expenses associated with this.



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		Contractor(s) in demanding, collecting and appropriating Fee or using the Project or any part thereof as decided by the Authority;		
43.	Clause 5.7, DCA	<p><b><u>Branding of Project</u></b></p> <p>The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders</p>	Permission may be given to display the name of the Concessionaire at mutually agreed locations. And the Concessionaire should be given opportunity to utilize the project for business promotion by way of advertising in brochures etc.	The clause as per DCA shall prevail.
44.	Clause 8.1.5, DCA	Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.	All risks relating to the Project cannot be borne by the concessionaire. The relevant clause may be deleted.	No Change. The clause as per DCA shall prevail.
45.	Clause 16.5.1, DCA	Notwithstanding anything to the contrary contained in Clauses 16.1.1, 16.2 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority, and	This clause may be deleted.	No Change. The clause as per DCA shall prevail.

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		thereupon securing the award of such works or services.		
46.	General		In the event the same consortium which is to quote for this Project, is already into a consortium for executing a Govt of Kerala Project as a SPV, act as SPV for this project as well?	As per Clause 2.2.6 of the RFQ, the Concessionaire is required to form a SPV for implementing this project as per Indian Companies Act 2013.
47.	General		Instead of a Limited Company, can the Consortium form themselves into a Limited Liability Partnership to act as SPV, for ease of carrying out implementation activities?	No, as per Clause 2.2.6 RFQ the Concessionaire is required to form an SPV as per Indian Companies Act 2013.
48.	General		<p>1. Annuity Payments -To be supported by an Irrevocable Revolving Letter of Credit to the extent of Two Semi- Annuity installments and the same shall be opened with a first class Scheduled Bank and valid all through the Concession Period.( As per clause 5.1.4 of Obligations of Concessionaire , Concessionaire is required to perform and fulfill its obligation under the Financial agreements)</p> <p>2. The source of Fund allocated towards Annuity Installments to be disclosed.</p> <p>3. Cl.25.4.1 of DCA - to include direct payment of Semi Annuity to Escrow A/c through RTGS (not by way of Treasury</p>	<p>1. The Clause as per RFP and DCA shall prevail.</p> <p>2. Dedicated funds of KRFB.</p> <p>3. The Clause as per DCA shall prevail.</p>

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
			Cheques)s	
49.	General		<p>1.Payment shall be advanced (deposit work) for the execution of work on behalf of the Authority during the Construction period.</p> <p>2. Clause 11.2 of DCA - Whether the amount will be paid by the Authority or the Agency who owns the utility needs clarification. It is suggested that the Authority shall co ordinate the work and shall release the Fund upfront towards Utility shifting work.</p> <p>3. Authority to pay the concessionaire the consideration for maintenance cost etc. , within 15 days from the date of invoice.</p>	<p>1. No Change.</p> <p>2. Refer Addendum</p> <p>3. The timeline for repayment cannot be confirmed at this stage.</p>
50.	Clause 2.1.7 & 1.2.4, RFP		<p>Bid Security -</p> <p>Mismatch in the amount shown as per Clause 2.1.7 and 1.2.4 as per RFP</p> <p>Clause 2.1.7 – Rs 3.10 crore</p> <p>Clause 1.2.4 - Rs 2.87 crore</p> <p>Please confirm FD for equivalent amount with Lien marked in favour of the authority is acceptable</p>	Kindly refer addendum.
51.	General		<b>Bonus for early completion:</b>	The Clause as per RFP and DCA shall prevail.

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
			Bonus stated in Clause 6.13 of Schedule Q dealing with Terms of Reference for Independent Engineer needs Clarification	
52.	General		<p>GST Applicability – confirm whether GST will be reimbursed on</p> <ol style="list-style-type: none"> <li>1. Utility Shifting Charges</li> <li>2. Maintenance charges during Development phase</li> <li>3. Lump sum Payment (Grant) Installments</li> <li>4. Semi Annuity Installments.</li> </ol>	<ol style="list-style-type: none"> <li>1. The utility shifting payment will be made inclusive of GST as applicable.</li> <li>2. As per Clause 6.2 of DCA, the Maintenance prior to Appointed Date shall be borne by the Authority.</li> <li>3. Since Grant , GST would not be applicable</li> <li>4. GST is applicable at times of annuity payment at the applicable GST rate and it shall be paid separately at the time of making annuity payments. If any Input Tax Credit (ITC) will be availed by concessionaire , benefit of such ITC shall be passed on to Authority. As GST will be paid separately by the Authority, the GST portion shall not be included in Annuity (financial bid) to be quoted by the bidder.</li> </ol>
53.	General		Please confirm that all payments from Authority to Concessionaire towards the	The timeline cannot be defined at this stage.

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
			<p>following are released within 15 days of getting invoice</p> <ol style="list-style-type: none"> <li>1. Maintenance charges during development phase – Cl.6.2. of DCA</li> <li>2. Utility shifting charges (Upfront)</li> <li>3. Lumpsum Payment (Grant) installments</li> <li>4. Semi Annuity installments</li> </ol>	
54.	Article 28, DCA		Specify the type of Insurance policies required, with the sum assured against each.	The Concessionaire has to obtain Insurance Policies as per Applicable Laws.
55.	Appendix “BP”, & Typical Cross section	Corridors 10, 10A, 12, 17,19 and 20 have canal on one side . This is not reflected in the TCS. Canal on one side shown only for TCS 6, 6A & 6B.	Please clarify the TCS to be adopted for Canal side corridors viz. KannanVarkey bridge – Muppalam(No 10) (Both sides), Stone bridge – Chungam road (10A) KSRTC-Chungam Road, ( No 17) Savakkottapalam-Muppalam-Railway station (No 19) &Savakottapalam-Muppalam (20)	For corridors 10, 10A, 12, 17, 19 and 20 TCS shall be followed as per RFP though the canal is not shown. Updated TCS are provided.
56.	Clause 2.4 of Annx 1 to Schedule B Appendix “BP”, & Typical Cross section , Annx –I,(Schedule C) Para 1	The width of ROW is not uniform within a corridor. There is considerable variation of ROW width, compared to the standard width shown in TCS. Some examples are :-	Please clarify whether the width of carriage way is to be kept uniform as shown in the TCS or to be increased if extra ROW width is	No Land acquisition is envisaged for the project. Road cross sections need to be established to fit within the available RoW. Where additional

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	(1)	<ul style="list-style-type: none"> <li>Sl-2-Kalarcode –YMCA, this stretch is part of NH 66, and available ROW is 20m at some places, whereas in TCS it is shown as maximum 14m only.</li> <li>It is the normal practice to place the drains at the extreme edge of ROW. The width of carriage way will increase in all such cases.</li> </ul>	available, during execution.	width is available than the proposed standard TCS for the road, the additional space shall be used for providing additional walkway / landscaping.
57.	General	<p>Corridor No 2 Kalarcode –YMCA (upto PitchuIyerJn), No 7 Valiyakulam -Collectorate –KommadiJn ( From Convent square to KommadiJn) &amp; No 11, Beach-PitchuIyerJn, (Convent square to PitchuIyerJn) are part of NH 66</p> <p>The present carriage way width for most of the NH stretches is 7m + 1.5m paved shoulders on either side, whereas the proposed carriage way as per TCS is 7m..</p> <p>The design Traffic volume as per Technical schedule is 20 MSA. For NH part it needs to be enhanced.</p>	<p>a) Whether part of NH can be developed as a City road of lesser width as shown in the TCS?</p> <p>b) What will be the design traffic volume for NH Part of project corridor ?</p>	<p>a) The present section of NH within the city will be declared as PWD roads once the bypass is commissioned and hence the cross sections as in RFP shall be followed.</p> <p>b) All the roads shall be designed for a minimum MSA of 20</p>
58.	General		<p>Part of AC Road is within the scope where as it is a KSTP corridor under a different maintenance contract.</p> <p>Please clarify.</p>	The said part of AC road will be handed over to KRFB

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
59.	General		Many bridges are having no footpath for pedestrian movement. Is the scope sufficient to consider pedestrian bridge?	TCS as per RFP shall be followed
60.	General		There is a new PWD bridge under planning (KIIFB) at District Court Bridge Intersection. Limit of contract and profile levels at LOC to be provided for assessing quantities.	The DPR along with the drawings has been uploaded in the website.
61.			Please provide the traffic management plan for deciding signage. It is understood that one way traffic system shall be introduced after upgradation of roads.	The existing traffic circulation scheme shall be followed for the estimation of signage and traffic signalling requirements.
62.	General		MSI Requirements need clarity.	Refer to DPR and drawings uploaded
63.	Clause 7 of schedule B	Utility crossings - 300mm dia RCC NP4 pipes are to be placed @ 250m intervals all along the road corridor. Digging road at such close intervals may not be appropriate for the NH 66 stretch.	Request to replace this with HDPE corrugated pipes of (one or more) 200mm dia and to lay Cross ducts with trenchless technology.	The concessionaire shall adopt suitable method to provide cross ducts for utilities, HDPE corrugated piles could be used. If 200mm dia. pipes are used a minimum of 2 numbers shall be provided.
64.	General		Most of the existing drains in the Project	No sewerage lines are considered

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			<p>corridors are being used as sewage carriers as noticed at site. The house sewer lines are directly connected to drains. As per the TCS of the project, the utility ducts are to be laid at extreme edges and drains have to come next to it. Clarification required for arrangements for new /existing sewer lines.</p> <p>Is any separate arrangement envisaged for Sewage lines in this project? Excavating trenches along the road in a later stage may be avoided.</p>	<p>along the project roads</p>
65.	Table 10 of Schedule B	<p>Kommadi Bridge at Corridor 8is found to be old and structurally weak. The width of bridge also is less than 8m, which does not match with the proposed corridor plan</p> <p>The proposal is only for desilting&amp; cleaning</p> <p>The above bridge Requires reconstruction, as it is structurally weak and considering 15 years maintenance period.</p>	<p>It is requested to consider reconstruction of this bridge in the project scope</p>	<p>No reconstruction of Kommadi bridge is envisaged</p>
66.	Table 10 of Schedule B	<p>There are 3 Nos minor bridges at Muppalam, which are old and made of steel columns &amp; piers. The width is also</p>	<p>Please clarify whether the proposed improvement for these 3 bridges is under the</p>	<p>Mupplam bridges are not included in the scope of the project.</p>



S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
		less than 5m	project scope	
67.	Schedule D	Many References are made about DPR.DPR and typical drawings are required	Kindly provide a copy of DPR , Strip plan with start and end point chainages& typical drawings for drains, utility ducts and footpath.	DPR is provided in KRFB website for your reference.
68.	General		<p>Some of the key stretches in the town are excluded from the project scope.</p> <ol style="list-style-type: none"> <li>1. YMCA to Police Outpost (Both sides of the canal)</li> <li>2. Kaichoondimukku to Jilla Court Brisge</li> <li>3. Muppalam to Beach Road (Recreation ground)</li> <li>4. Beach Road-W&amp; C Hospital to Vijaya Park</li> </ol> <p>Please clarify/confirm?</p>	The scope of the project is restricted to the roads as specified in the RFP
69.	Clause 5.4 of Schedule “B”	Reconstruction stretches in the corridor	It is requested to give details of stretches which need reconstruction	The concessionaire shall make independent assessment of the road corridors to estimate the reconstruction requirement
70.	Clause 1.1.3 RFP & schedule	Clause 1.1.3 states that the development of road is to be	a) Please give the present status of Survey	Land is in possession of State PWD

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
	B clause 1	done within the available ROW without any land acquisition	and demarcation of existing available ROW of 46.71 Km road by the Authority now ? b) Please intimate the proposed time frame for surveying and demarcating the existing ROW boundaries by the Authority and handing over the same to Concessionaire during the concession period.	and will be handed over to the concessionaire before financial closure.
71.	Technical Schedule-Drawings	Corridor 10 A-TCS not given	This may be provided	TCS-5A shall be followed for Corridor no. 10 A (Stone bridge to Chungam Road)
72.	Cl.5.4-Technical Schedule	It is mentioned that reconstruction shall be from the GSB layer. Many roads in this project have sub grade below the ground water table. IRC :SP:84-2014 specify that bottom of the sub grade shall be at least 1m above HFL/ level of water table.	Please clarify.	Being urban roads, reconstruction of existing road where required shall be done without affecting access to adjoining properties which shall be ensured even after the reconstruction.
73.	Technical Schedule-Drawings	Corridors 3,4,10- Total ROW width shown in the TCS does not match with the total width of carriage way, footpath/utility & cycle track.	Please confirm the actual width required.	Updated TCS are provided in the Corrigendum.

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
74.	General	.	RCC Crash barriers / non mountable kerbs required at canal side for protection. May be included in the scope.	Non-mountable kerbs shall be provided for footpaths abutting canals. Where RCC barriers are available near canal side, the same shall be retained with repair.
75.	Technical Schedule-Drawings	Tie in details at by pass junction not provided.	Details may be provided.	Drawings shall be collected from PWD NH by the concessionaire
76.	General		Many roads in this project have old buildings adjacent to the ROW. Usage of vibratory rollers may damage the structures. Public outrage is also experienced in similar cases.  May include an item of interlock blocks to replace bituminous courses in such stretches.	Please follow DPR uploaded in the KRFB website.
77.	General		It is suggested to adopt design with one side drain and cross fall rather than camber both ways. When canals are available, drain can be on the canal side with discharge into the canal.	One side camber is provided for narrow sections.
78.	3.4 Schedule D	Use of polymer modified bitumen has been specified.	Since it is an PPP project the choice of Bitumen may be left to the choice of the	The specification as per clause 3.4 of Schedule D prevails

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			concessionaire	
79.	5.5 Schedule D	Stone Matrix Asphalt has been mentioned for the wearing course	Since it is an PPP project the choice of Bitumen may be left to the choice of the concessionaire	The specification as per clause 5.1 of Schedule D prevails
80.	5.2 Schedule D	the subgrade CBR has been specified as 10% , this is construed that the CBR less than 10%		Concessionaire shall conduct his own assessment of subgrade CBR
81.	7.2 Schedule D	PIU complex has been specified	However Schedule C does not mention such facility to be made available by the concessionaire	“PIU complex” shall be excluded
82.	8.3.4 Schedule D	M25 concrete has been mentioned for retaining walls	Appendix D III clause 3.3.2 is contradicting with minimum concrete grade	Grade of concrete for Retaining walls falling under “Moderate exposure” shall be M25 and for Retaining walls falling under “severe exposure” (for corridors nearer to beach) shall be with M35.
83.	5.1(c) iii Schedule D	IRC 81 1997 Benkelman beam deflection test is proposed for overlay design	Since this code has been now revised with emphasis on Falling Weight Deflectometer, request to either remove this clause or to change the code reference	Pavement evaluation shall be done as per IRC:115-2014 Guidelines for structural evaluation and strengthening of flexible road

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
				pavements using Falling Weight Deflectometer
84.	7.4 Schedule D	The new concrete lined drains under footpath shall be constructed on both sides of the corridor	However this is in contradiction to the TCS given in Schedule B where even one side drain is also shown and Clause 3 of Schedule C	Drains shall be provided in compliance with the TCS requirement and camber provision for all corridors
85.	2.9.2 Appendix DIII	The Concessionaire would be required to maintain the street lighting provision itself on the project roads, which includes replacement of consumables, posts, cables etc. at designated locations and charges of any kind if any for such illumination along the project road would be borne by the Local Self Government Department (LSGD).	The contents not understood, what is the LSGD responsibility?	Electricity charges shall be borne by municipality. However, the initial charges payable to KSEB for installation shall be paid by the concessionaire, which will be reimbursed by the Authority.
86.	7.1.7 Sch B	All structures in marine environment shall be sufficiently protected for corrosion and from any other damage in effect of the environment	What specific corrosion shielding method ? Can the concessionaire follow any of the method specified in IRC Sp80. However this code is left out in Appendix DII	Corrosion shielding shall be as per IRC SP-80 Guidelines for Corrosion Prevention, monitoring and remedial measures for concrete bridge structures
<b>M/s. ULCCS Limited</b>				
87.	Clause 16.3.2, DCA	Any costs in excess of the ceiling shall be reimbursed by	The two sentences in this para seem to be	Any change in scope arising post

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		<p>the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be paid to the Concessionaire</p> <p>within a period of 180 (one hundred and eighty) days of the Project Completion Date.</p>	<p>contradictory as the 2nd sentence states that the COS less than 0.25% shall be paid to concessionaire within a period of 180 days of the PCD. Please confirm.</p>	<p>construction period, the payment shall be made in accordance with the clause 16.3.2.</p>
88.	Article 16, DCA		<p>Please confirm whether any maximum limit for the amount set for change of scope.</p>	<p>It will be decided by the board based upon on the necessity of requirement.</p>
89.	Clause 11.1, DCA	<p>Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost for any such diversion except for acquisition of any right of way.</p>	<ol style="list-style-type: none"> <li>1. Please provide the details of existing utilities, their locations and condition of utilities to ascertain the cost for the purpose of bidding. Its impossible to collect the details by the bidder prior to the bidding date considering the short period of NIT.</li> <li>2. Please confirm who will be responsible for providing right of way required for such diversions.</li> </ol>	<ol style="list-style-type: none"> <li>1. The tentative list of existing utilities is provided in the DPR. The DPR is uploaded in KRFB website for your reference. However the Concessionaire has to make detailed list of utilities.</li> <li>2. It is the responsible of the Concessionaire for providing right of way required for diversions.</li> </ol>
90.	Clause 11.2, DCA	The Concessionaire shall, subject to Applicable Laws and	1. It seems that this clause is contradicting	1.The cost of shifting of utilities will

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		with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.	<p>with clause 11.1. Please clarify who has to bear the cost of shifting of utilities.</p> <p>2. Please confirm whether the clearance of the utility shifting has to be obtained by the concessionaire. Also, please clarify whether there is any difference between diversion and shifting of utilities</p>	<p>be borne by the Authority or the entity owning the utility.</p> <p>2.Refer Addendum.</p>
91.	Clause 1.2.4 ,RFP		The bid security amount is mentioned to be Rs 2.87 Cr in Clause 1.2.4 of RFP where as it is mentioned to be Rs 3.10 Cr in clause 2.1.7 of RFP.	Kindly refer addendum.
92.	Clause 2.3.1, RFP		The clause says that the consortium member shall hold until the 2nd anniversary of the COD of the project, equity share capital representing 26% of the subscribed and paid up equity and 5% of the total project cost. Is this applicable to the single bidder?	As per clause 2.3.1 of the RFP this is applicable in case of Consortium.
93.	Clause 1.1.7, RFQ		The RFQ prescribes a grant during construction for an amount of Rs 99.58 Cr, a fixed sum which is 35% of the Estimated	The grant provided by the Authority is towards the capital expenditure for the construction of the road

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			project cost. Please clarify whether this is a grant during construction which is recoverable from annuity or part payment of the annuity itself. Please also clarify whether the annuity to be quoted by the bidder has to exclude this amount from the bid project cost as estimated by the bidder.	corridor. Refer Clause 27.5 of DCA.
94.	Clause 26.1, DCA		The clause says that the concessionaire shall be liable to reduction in annuity in case of delayed completion of the project. In case of early completion of the project, the concession agreement does not provide for any bonus to the concessionaire which makes the concession agreement purely one sided and detrimental to the interest of the bidder.	No change the clause as per DCA shall prevail.
95.	Clause 9.3, DCA		As per the clause, the performance security shall remain in force till the Commercial Operation Date. PPP projects under the HAM model do normally provide for release of performances security in one year from the appointed date.	No change the clause as per DCA shall prevail.
96.	General		Please clarify whether GST is applicable on the following; <ul style="list-style-type: none"> <li>1. Grant received during the construction,</li> <li>2. The entire annuity received during the</li> </ul>	<ul style="list-style-type: none"> <li>1. Since Grant , GST would not be applicable</li> <li>2. GST is applicable at times of annuity payment at the applicable GST rate and it shall be paid separately at the time of making</li> </ul>



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			operation and maintenance period.	annuity payments. If any Input Tax Credit (ITC) will be availed by concessionaire, benefit of such ITC shall be passed on to Authority. As GST will be paid separately by the Authority, the GST portion shall not be included in Annuity (financial bid) to be quoted by the bidder.
97.	Schedule B- 7.1.7	Desilting and cleaning proposed for minor bridges	Please confirm, the minimum length of the channel for which the desilting has to be carried out.	Desilting and cleaning of the vent portion of the cross drainage structures shall be carried out by the concessionaire.
98.	Schedule D- 5.2	To ensure internal drainage of the pavement structure, the granular sub-base layer functioning as drainage layer (GSB/WMM) shall extend to full width across the shoulders on the embankment to the side drain. The finished pavement profile for the total project length shall be designed so that the bottom level of the sub grade always remains above the High Flood Level (HFL) and shall not be lower than as defined in the DPR	<ol style="list-style-type: none"> <li>1. Please confirm, whether the FRL has to be designed considering the existing gate and entrance level or concessionaire has to consider the HFL as base level for deciding the FRL</li> <li>2. Please confirm the maximum gradient that has to be maintained for gate accesses.</li> <li>3. Bid document uploaded do not include the DPR. Please provide the copy of the DPR including soil investigation details, plan and profile, pavement inventory, condition and crust details of pavement and existing utility details to assess the realistic project cost.</li> <li>4. If the existing road crust does not</li> </ol>	<ol style="list-style-type: none"> <li>1. FRL has to be maintained to allow access to adjoining properties.</li> <li>2. Feasible gradient shall be provided</li> <li>3. DPR document (Main report) shall be shared</li> <li>4. The concessionaire shall make independent assessment of the reconstruction requirements of existing pavements</li> <li>5. –Do-</li> </ol>

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
			<p>include the drainage layer (GSB), please confirm whether this will lead to reason for reconstruction.</p> <p>5. As per schedule B 5.4, reconstruction shall be from GSB layer only. Please confirm whether the existing sub-grade has to be replaced, if the existing ground is weak.</p>	
99.	Schedule C- 3		Please confirm the pavement thickness for cycle track or need to follow the thickness of main carriageway.	Pavement thickness for cycle track shall be the same as that of the main carriageway
100.	Schedule B	As per Typical cross section in schedule B, utility ducts have to be proposed below footpath. However, as per schedule C, exclusive utility corridors have to be provided.	In certain situations, considering the stake holders opinion, all the existing utilities may have to be relocated to allocate the appropriate corridors of their preferences. Please confirm whether this project is conceived considering such situations. Please note, this will lead to reconstruction of entire carriageway.	Utility corridors have been proposed with a view to relocate /shift the utility lines which cause frequent cutting of the road edges. Cross ducts are also proposed to avoid/reduce cross cutting of road surface. No major reconstruction of road is envisaged in this respect. Utilities which cannot be shifted / relocated for any reason need to be suitably protected.
101.	RFP, Claus 1.3	Bid due date	Extensive site studies has to be conducted to finalize the realistic project cost considering	The Clause as per RFP shall prevail.

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			the risk allocated to the concessionaire. Request to extend the bid due date by 1 month.	
102.	Genera	Plan and Profile	The plan and profile for the various Corridors followed in the DPR is essential for the cost estimation. Please make available the plan and profile drawings for all the Corridors.	Plan and profile drawing shall be shared
103.	Annex I - Schedule B – Para 2.3	RoW	Improvements to the existing Road Geometrics shall be within the available RoW. Please specify if the available RoW indicated in the Schedule is based on the boundary markings at site.	The RoW shown in the drawings are indicative. The concessionaire shall collect ROW details independently. Drawings are issued only for reference
104.	Schedule D – Specifications and Standards – Para 5.2	HFL	The bottom level of the subgrade should be above the HFL. This might require raising of the road which might curtail the access to the adjacent properties/roads unless adequate land width is available as there is provision for land acquisition as indicated under Annex I – Schedule B – Para 2.3.	Being Urban roads, the FRL shall be designed considering the access provision to adjoining properties.
105.		Permissions from irrigation department	One side of Corridor 12 is a canal belonging to Irrigation Department. As per the TCS SS	KRFB shall facilitate for obtaining the necessary approvals from the

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
			<p>railing has to be provided along the canal side. Please specify if necessary permission from Irrigation Department is available.</p> <p>i) For constructing the railing on the existing retaining wall, for raising the existing retaining wall if necessary</p> <p>ii) For emptying the water from the drain to the canal.</p>	irrigation dept. in this respect
106.	Schedule D –Specifications and Standards – Para 7.4	Position of drain and duct	As per the TCS provided, the RCC utility ducts are provided along the outer edge and the drain in the inside of the Corridor. But as per Schedule D –Specifications and Standards – Para 7.4 – capacity of drains should be sufficient to carry 100% run off from carriage way and rainwater entering the adjacent properties. For collecting rain water from adjacent properties to the drain, the collecting pipe has to cross the utility duct. That apart in Corridors with drain on one side alone this cannot be done on the side where drain does	Rain water sprouts If any shall discharge water over the footpath with / without a saucer drain arrangement shall be provided to facilitate the drainage towards the storm water drain inlet.

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			not exist. Please clarify	
107.	Schedule D – Specifications and Standards – Para 8.3.4	Minimum grade of RCC Structures	Concrete of M25grade is to be used for RCC retaining wall. But as per Appedix D III – Design Requirements for CD Structures, Bridges and Other Structures – 3.3.2 – The minimum grade for RCC structures shall be M35. Please clarify	Grade of concrete for Retaining walls falling under “Moderate exposure” shall be M25 and for Retaining walls falling under “severe exposure” (for corridors nearer to beach) shall be with M35.
108.	Schedule B – Para 5.4	Sub soil investigation and bore hole data	<p>Reconstruction of pavement shall be from the GSB layer. Is this based on subsoil investigation done? If so, please share the details of subsoil investigation – bore hole data, water table etc.</p> <p>If subsoil stabilization is required at any of such locations based on bore hole data and design requirements, will that be treated as change of scope item and paid additionally?</p>	Concessionaire shall conduct independet investigations to this respect. DPR report shall be shared for guidance. Cost shall include all aspects of construction requirements and additional charge shall be paid this regard.
109.	General	Shifting of utilities	If the underground utilities are to be retained under the road, they are likely to get damaged while operating the vibratory roller. As there is provision for utility ducts/space in all	Utility Cross ducts are also envisaged at regular intervals to accommodate cross utilities. The locations of these ducts can be decided upon the

S.NO	CLAUSE NO. / SECTION	As on Bid Documents	QUERY	CLARIFICATION
			Corridors, has provision been made in the DPR for shifting all the existing utilities from beneath the carriageway.	presence of cross utilities. Those utility lines which cannot be moved / relocated shall be suitably protected using split duct protection or any other applicable means. Longitudinal Utility lines shall be relocated/shifted through the longitudinal utility ducts.
110.	General	Drain clearance	Drain is provided within the carriageway and the silting of drain will be high, which requires frequent clearing. The drain being within the carriageway, the traffic will be interrupted during drain clearance during operation and maintenance period. Is this acceptable?	Suitable jetting machinery shall be employed to do periodical drain cleaning with minimal disruption to traffic
111.	General	Street light pole position	The street lights as per the TCS are to be provided at the outer edge of the footpath, but the KSEB poles also exist on the same alignment. The branches of trees from adjacent properties act as hindrance to the visibility of street lights. Please clarify.	Street light poles shall be suitably located in consultation with KSEB. Pruning of tree branches shall be periodically undertaken to ensure hindrance free street lighting.