

Name of Project: Request for Proposal for Development of Bus Terminal cum Commercial Complex on Design, Build, Operate & Transfer (DBOT) Basis at Bathinda & Patiala

Sl. No.	Section No.	Heading	Clause No.	Page No.	Detail of Clause	Pre Bid Queries	Clarifications
1	SECTION I	End of Concession Period	2.1.8	7of 29	It should be clearly understood that at the end of the concession period, PRTC can decide to run the property on its own , or re-concession to a third party or manage it in some other manner which PRTC may be deem fit.	The First right of refusal should lie with the Concessionaire.	No change in the clause. However for the Bus Terminus and related facilities, the Concessionaire will be given First Right of Refusal by the Concessioneing Authority, after expiry of 20 years from the Compliance Date. with respect to clause 3.4.2 as explained below.
2	Section no 1	Development envisaged	2.2.2	8 of 29	The successful bidder may use or allow the use of the project facility for other activities, which are not been envisaged at this stage, only after prior approval of PRTC.	What are the other activities could be included?	The other activities shall include those activities which the Concessionaire would envisage anytime during the Concession Period. The Concessionaire shall obtain the approval of Concessioneing Authority to use or allow the use of the Project Facility for such activities.
3	SECTION I	Development Parameters to be followed	2.6	10of 29	Permitted FAR-1:3	The bye-laws mention that FAR for commercial is 1.5, it is not 3 as mentioned in the document. Which one is to be followed ?	FAR for the project is 3, refer zoning plan of the Project Site.
4	SECTION I	Development Parameters to be followed	2.6	10of 29	As per approved building by laws Take over the peaceful and vacant possession of the leased premises, as and when handed over by PRTC	Area per ECS will be less in case mechanised parking facility is allowed to be used. Please confirm whether the concessionaire shall be allowed to use mechanised parking facility also? Entire site may be handed over free of encroachments before start of work. Also the concession period should commence from the date of receipt of all the clearances including Environmental Clearance.	Concessionaire will be allowed to construct Mechnaised Parking, subject to approval of design of Project Facility by the Concessioneing Authority/Design Approval Committee/Independent Engineer. The site shall be handed over to the Concessionaire free of encumbrances/encroachments on "as is where is" basis by the Concessioneing Authority within Conditions Precedent Period. The Concession Period starts after both parties have issued the Certificate of Compliance to each other as per Clause 4.4 of the Section II: Draft Concession Agreement.
5	SECTION II	Scope of the Project	2.1 c	19 of 98	Ensure that the Bus terminal and related passenger amenities are constructed at the ground floor of the complex.	Kindly clarify whether it is mandatory to built bus terminus and related passenger amenities at Ground level or it could be placed at any other level?	refer clause 2.1.c , which is self explanatory.
6	SECTION II	Scope of work	Clause 2.1(f)	19of 98	provision of Helipad Facility (optional), .	Kindly clarify what is meant by Optional in this context.	The provision of Helipad Facility shall be optional choice of the Concessionaire and not mandatory.
7	SECTION II	Scope of the Project	2.1 e	19 of 98	Construction of Commercial complex including all internal and external services ----- fire fighting system and Electrical system including Electrical Sub station	The concessionaire should be provided with Electrical supply at Sub station further distribution of Electricity should be liability of Concessionaire.	No Change in the Clause
8	SECTION II	Actions in Support of the Concession	3.3 g	22 of 98	The concessionaire shall take all necessary approvals / licenses from the competent authority.	The department should arrange the approval from other agencies/ local bodies in the interest of Project.	No Change in the Clause. however, the Concessioneing Authority shall provide assistance as provided in clause 3.3(h) of the Draft Concession Agreement.
9	SECTION II	Concession Period	3.4.2	23 of 98	It is hereby acknowledged that after the expiration of 20 years and on transfer of the Bus terminal and the related facility, the Concessioneing Authority shall have the discretion/ right to re-plan the stated area in a manner similar/ not similar to the existing Project.	Kindly clarify what is meant by re-plan of the stated area after the expiration of 20 years and on Transfer of the Bus Terminal and the related facility. We need a clarification on this clause as it says that after the terminus building is handed over to the Government they can make changes in the building which may or may not comply with the design philosophy of the complex. What are the changes anticipated in the future that can be possible ?	It is clarified here that at the end of 20 years from the Compliance Date, the Concessioneing Authority may at its own descretion shall decide to continue the same use or replan the bus terminal area into another use 'as per Landuse permitted in the existing Zoning Plan' of the site. It is specifically mentioned here that after expiry of 20 years from the Compliance Date, the concessioneing authority at its own descretion may develop, operate or maintain the bus terminal & related facilities themselves or through private sector participation.However, the design philosophy of the complex then will be adhered to while re-planning so as to not to defeat the overall functionality of the complex. In the event the Concessioneing Authority decides to again bid out the project on Public Private Partnership (PPP) basis within a period not later than one year from the date of end of 20 years from Compliance Date, the Concessionaire shall be given First Right of Refusal i.e the Concessionaire would be allowed to match the Financial Proposal and terms and conditions of the preferred bidder at that stage. In the event the Concessionaire opts to exercise the first right of refusal and matches or improves upon the bid of the highest bidder, the project shall be awarded to the Concessionaire and the highest bidder whose bid has been matched or improved upon shall have no right for being declared as the successful bidder. However, the terms & conditions of the bidding process as well as those of the bidding documents shall be determined by the Concessioneing Authority at its sole descretion at the time of bidding.
10	SECTION II	Concession period	3.4.1	23 of 98	The Concession Period for "the Project" shall commence from the Compliance Date and shall comprise of a period of 90 (ninety) years from the Compliance Date during which Concessionaire shall be vested wqith the Concession in relation to the Commercial Complex, ...	The lease period of commercial area is 90 years, please clarify whether it should be treated as perpetual lease if no then please clarify whether Rent control act will override this agreement in this lease agreement/sublease agreements? The creation of charge/mortgage on commercial area (excluding land) should be allowed to term loan lenders. As the project falls under real estate category, it will be beneficial for project if such securities are provided apart from cash flows. Further please clarify who will have the land rights and the terrace rights of the terminus building after the Concession period?	It is specifically clarified that it shall not be treated as Perptual Lease. The Concessionaire has to transfer back the Project Facility to Concessioneing Authority at the end of termination of the Concession Period. All applicable acts/laws shall be applied. Please refer to Clause 3.3 (d) of Section II of RFP document. Concessionaire have to hand over back the Project Facility including land to the Concessioneing Authority after the Concession Period.

11	SECTION II	Condition precedent for Concessionaire	4.3	26 of 98	Clause 4.3 under Concession agreement states the condition precedents for concessionaire:	It include achievement of financial closure under sub point e, the time provided to fulfill the condition precedents is 120 days from proposal acceptance date under clause 4.4. But under clause 19.1.1 of concession agreement, the time provided for financial closure is 180 days. Please clarify which days should be treated for fulfillment of condition precedents and compliance certificate.	Please refer to the Definition of "Financing Documents" on Page 11 of 95 of Section II of RFP document. However, Financial Close has to be met within 180 days. Please refer to definition of "Financial Close" on Page 11 of 95 of Section II of RFP document.
						Escalation clause shall be introduced in the document in order to safeguard the concessionaire from the rising prices of cement, steel and other materials, during the construction period.	Concessionaire is expected to carry out its due diligence to safeguard itself from the rising prices of cement, steel and other materials during the construction period and is expected to factor the same while submitting its proposal.
12	SECTION II	Annual Concession Fee and Up Front Consideration	5.1.a	28 of 98	Annual concession fee payable to the Concessioning Authority shall be 5% of the <u>upfront consideration</u> , which shall be increased every year at the rate of 5% per annum, over the previous years Annual Concession Fee	Please clarify the service tax applicable on annual lease rentals payable to PRTC.	All applicable taxes etc. shall be borne by the Concessionaire over and above the Annual Concession Fee and any other charges payable by the Concessionaire. Please refer Clause 8.1 (xxiv) of Section II of RFP document.
13	SECTION II	Local Taxation	31.1	91 of 98	The Concession Agreement shall include all charges towards import license ,Toll , Custom duties, import duties, business taxes etc., That may levied in accordance with the applicable laws as on the Proposal Acceptance Date in INDIA -----	Please clarify the applicability of property tax on project site.	All applicable taxes etc. shall be borne by the Concessionaire. Please refer Clause 8.1 xxiv) of Section II of RFP document.
14	SECTION II	Obligation of the Concessionaire	8.1 XXIV	37 of 98	To pay at its own cost all applicable existing and future taxes / charges/ fee/ levies including the property tax, house tax, stamp duty, registration charges and any other legal documentation charges , if any in respect of the said project facility including land , as leviable.	The Concessioning Authority should bear any new tax imposed apart from the mentioned taxes as well as statutory raise of such taxes after submission of tender . It is also requested that exemption of Excise and Custom duties be allowed for import of machinery and technology.	No Change in Clause
15	SECTION II	General Obligations	8.1	37 of 98	it is mandatory for the concessionaire to charge at all times during the operation and Maintenance Period, from each sub lease , an annual lease rent per square feet (in Rupees) of the Built up area leased out to the sub lessee by the concessionaire, -----	Under Clause 8.1 of concession agreement sub point "xxxix" states the charging of minimum sub lease from commercial area. Please clarify (a) whether it is over and above the annual lease rentals payable by the concessionaire or it is part of annual lease rentals. (b) If it is part of annual lease rentals then it should not be mandatory because it may vary depending on marketing strategy of the developer.	The clause is limited to the extent of calculation of the Lease Rental rate in terms of Rupees per sq.ft. below which the Concessionaire shall not be enter into any agreements with the Sub Lessee.
16	SECTION II	Supply power, water and other consumables	8.15 a)	44 of 98	The concessionaire shall be solely responsible, at its own cost, for the total supply of the electricity, water, fuel, consumables and any other services required for the purposes of the works in the project , for the entire Concession period	Clause 8.15 of concession agreement states the supply of power, water and other consumables during the entire concession period by the concessionaire. Whereas under clause 15.1, the concessionaire is not required to operate and maintain the bus terminal facilities after 20 years. Please clarify (a) whether charges payable under clause 8.15 will be applicable after 20 years for bus terminal facility.	After the transfer of the Bus Terminal Facility to the Concessioning Authority, the rights of the Concessionaire on the Bus Terminal and related facility shall be cease to exist and shall not continue to pay charges to the extent of the Bus Terminal and related activity which have been transferred to Concessioning Authority. However, it is clarified that Concessionaire shall be liable to pay any charges / penalty/fees to such agencies which is due and payable on date of transfer of the Bus Terminal back to the Concessioning Authority
17	SECTION II	Concessionaire Event of Default	22.3	75 of 98	The Concessionaire fails to provide with the Helipad facility and take necessary approvals from the statutory bodies	Clause 22.3 sub point "xiv" of concession agreement should not be included in concessionaire event of default. Because it will depend on state/central government policies and clearance under security zone area.	Provision of Helipad facility is optional choice of the Concessionaire and it is not mandatory. Therefore, the same shall not be considered as the Concessionaire's Event of Default.
18	SECTION II	Termination payment for Termination by Concessionaire	23.1	78 of 98	Upon termination by the concessionaire on account of the concessioning authority Event of Default under Articles 22.1 and 22.2 , the concessionaire shall be entitled to receive from the concessioning Authority by the way of Termination Payment a sum equal to : -----	Termination payment under clause 23.2 of concession agreement should include upfront fees payable to Concessioning Authority	No Change in Clause
19	SECTION II	Non - Political Force Majeure Events	26.2	82 of 98	For the purposes of Article 26.1 , Non political Force majeure Events shall mean one or more of the following-----	Clause 26.2 of concession agreement states Non political force majeure events; sub points "iv & v" should not be included under this clause. As per other standard documents approved by planning commission these points should be treated as Indirect Non Political Events. Further the termination payment under Indirect non political event should be as per clause 26.11 sub point (iii)	No Change in Clause

20	SECTION II	Termination payment for Termination by Concessionaire	26.11	85 of 98	Termination of the concession Agreement pursuant to Article 26.10 , Termination payment to the concessionaire shall be made in accordance with the following . a) If the termination of this concession is on account of a political event the concessionaire shall be entitled to receive the appropriate Insurance converts) Only.	Termination payment under clause 26.11 sub point(i) should be maximum of total debt due or insurance cover.	No Change in Clause
21	SECTION II	Maintenance Board	29.1	89 of 98	On the Operation Date the Concessing Authority shall appoint a Maintenance Board. The Maintenance Board shall consist of representative of the Following and any other member duly nominated by the Concessing Authority.....	Please clarify whether any fees will be payable to board members to be appointed under clause 29.1 of concession agreement.	No Fees will be payable to the board members to be appointed under Clause 29.1 of Concession Agreement
22	SECTION III	Value of Performance security	Schedule XII	85 of 115	The value of performance security for the various phases of the project shall be set out in this schedule	O&M guarantee of Rs 4.0 crore and Rs 2.0 crore should be deleted because non fulfillment of O&M conditions are already covered under concessionaire event of default .	No Change in the Clause. Refer Schedule XII of RFP Document.
23	SECTION III	Area for use and Occupation of PRTC	Sched-X/ SI-05	80 of 115	The fuel station shall be constructed by PRTC and there is no clarification of licence of the same CNG fuel Station and Operaton and Maintanance for the same.	It should be responsibility of the PRTC to take clarification regarding licence of the CNG fuel Station and Operaton & Maintanance for the same.	PRTC shall be responsible to take licence of the proposed CNG fuel station and for the Operation and Maintenance of the same.
24	SECTION I		2.1			Please provide copy of the Punjab building byelaws other rules & regulation which is applicable to this project	please refer to Development Controls as provided in Schedule VII and the zoning plan enclosed herewith.
25	SECTION I		2.4.1a			Please give us separately the number of buses of Punjab Roadways, PUNBUS, Buses operation under km. basis and PRTC using the bus terminus.	Please refer clause 2.1.3 of Section 1 of the RFP Document for the available data.
26	SECTION I		Sec-1			Please give us the number of buses using the terminal for each institution separately for both use of bus terminal and night parking.	Please refer clause 2.1.3 of Section 1 of the RFP Document for the available data.
27	SECTION I		3.1.2			The time period given for acceptance of LOA is 7 days. It is short span of time for this kind of PPP project. Kindly provide the time of acceptance of LOA upto 15 days.	No Change in Clause
29	SECTION I		4.6.1 – b, Sec-1			It is clear that the envelope-I should contain Proposal security. Again it is mentioned that the envelope-II also contain format of Proposal security. Kindly Clarify	Proposal Security shall be provided in Envelope I and not in Envelope II
30	GENERAL		General			Is the project site nil encumbrances?	The project site will be transferred to the Concessionaire free of all encumbrances on as is where is basis
						Is it clear title?	As indicated in clause 17.1 of Draft Concession Agreement, the Concessing Authority warrants to have all necessary authorisations to enter into the Concession Agreement.
						Is it under PIDBs possession?	The site is under the possession of PRTC which is the Concessing Authority.
31	GENERAL		General			Please confirm the availability of the utilities like Water and Power at one point of the site from the compliance period.	The Bidders would have to make the arrangements for utilities such as water, power etc at their own cost for execution of the project. The Concessing Authority may facilitate for the same.
32	Site & Surroundings					Concessing Authority should permit concessionaire to have additional entry from Highway side, as the site plan shows only one access from the highway to the site. Design requirement specifies that movement of Local / intercity buses, Taxi / Cab, Visitor parking etc has to be different with no intercrossing	Second access is available from Rajendra College side. Please refer Schedule II of Draft Concession Agreement for the same.
						The Mentioned Rajendra College is not located in the site plan from where additional pedestrian access to site will be allowed at a cost. Kindly Clarify	Refer Zoning plan / Site Plan
33	Traffic / Circulation Pattern					Kindly Provide the Start and End Points of Subway	Refer Schedule - 1, Scope of Works. The Subway / Foot Over Bridge shall be constructed as per the requirement.
						Kindly provide Traffic / Pedesterian movement pattern around site	As per Design Requirements
						Kindly Define which side of the site to be taken as City Side	The site is in the Heart of the City
34	Construction Phasing					Kindly clarify whether the Building can be planned on Two Levels to segregate arrival / departures	Yes, subject to design approval by Concessing Authority / Design Approval Committee.
						Kindly provide concessionaire free from encroachments and obstructions	The site shall be handed over to the Concessionaire free of encumbrances/encroachmentson "as is where is" basis by the Concessing Authority within Conditions Precedent Period. The Concession Period starts after both parties have issued the Certificate of Compliance to each othe

		Kindly clarify who will own, operate and maintain the access road after completion of Concession Period.	The entire Project Facility shall come back to the Concessions Authority after the end of the Concession Period of 90 years.
		Does Passenger Facilities and Commercial Facilities are required to be housed in separate Blocks ? Kindly Clarify.	This shall be as per the design submitted by Concessionaire and approved by Concessions Authority / Design Approval Committee.
35	Regulations	Kindly Provide us the Number of basements permitted and upto what extent the basement is allowed	2 level Basement are allowed as per the applicable bye laws.
		Kindly clarify the setback to be followed for the project. Specially from the highway side.	Kindly refer to the zoning / site plan attached
36	Design Considerations	Kindly clarify the norms to be followed regarding bus bays and parking roof cover	As per the Urban Development Plan Formulation and Implementation (UDPFI) guidelines and applicable Bye Laws
		It is mentioned that 40 bus bays to be provided. It is not clearly mentioned how many disembarkation points are required. Kindly provide the same.	Kindly refer to Schedule II of the Draft Concession Agreement.
		The buildings mentioned should be post modern with colonial features like fins, pergola, glass facia etc. The exterior Façade mentioned should be glass/metal/tile etc. The styles are contrasting therefore, kindly confirm the specific requirement	The Concessionaire is expected to come up with his own design and get it approved by Concessions Authority / Design Approval Committee
Additional Queries			
	Pre Bid Queries		Clarifications
37	We shall be allowed to Electrical supply and water from Municipal corporation during the construction period.		Concessionaire shall be responsible to arrange for electrical supply and water supply at its own cost.
38	Kindly provide details of location of main sewer line discharge point.		The Bidders would have to take details for the same from the competent authority at their own cost.
39	Concessions Authority should provide the solid waste disposal area.		The bidder may dispose the solid waste at the designated site earmarked by the Municipal Corporation.
40	Steel should be allowed from primary producers as well as secondary producers who meets the BIS requirement , such as Jindal, RIL,etc.		No change in Clause
41	Clearance for Environment should be arranged by the Concessions Authority.		No change in Clause.
42	The concessions Authority should bear the cost of any damage caused which is not attributable to the Developer.		No change
43	Kindly provide us Soft copy / legible Tender drawing of the existing service line which will facilitate us to have better design of the structure with least obstruction to services. As the drawing provided are not so clear.		Kindly refer Topographical Survey Drawing (hard and soft copy).
44	Existence of underground/overhead cables, W/S, sewer lines, drain and any other feature, already laid/passing through the sites i/c their specifications to be indicated clearly on the drawings .Kindly provide quantum and specification of properties i/c Water supply, sewerage distribution and electricity distribution network to be demolished/relocated in Part 1&2.		Refer clause 3.6 of Section 1 of RFP Document.
45	It is requested that Concessions Authority may provide metered Electric Connection as well Water Supply during the construction period.		Concessionaire shall be responsible to get electrical supply and water supply connection from relevant authorities as per the applicable procedure.
46	Use of PPC be allowed for non-structural work .		Use of any material for all/any works shall be got approved from the Independent Engineer before start of construction of all/any work
47	Kindly obtain the clearance regarding removal of trees before entering into development agreement.		The same shall be the responsibility of the Concessionaire, however, the Concessions authority will facilitate in getting the approvals.
48	Shifting facility of existing residents (at present in Part 1) to new facility in Part 2 should be arranged by Concessions Authority at their cost.		Shifting of the those presently residing with the project site shall be arranged by Concessions Authority
49	Clearance from High Rise Committee for designing high rise property should be assured by Concessions Authority.		All such clearances, if required shall be obtained by the Concessionaire however the Concessions Authority would facilitate in the relevant matters. Refer article 4.3 of Concessions Agreement.
50	Operation and management of Bus terminal shall be responsibility of PRTC from the date of completion of Bus terminal construction.		Management of the Bus Terminal shall be responsibility of PRTC from the date of completion of Bus Terminal . However, the Maintenance of the bus terminal shall lie with the Concessionaire for the period of 20 years as set out in clause 8.1 of the Draft Concession Agreement.
51	Kindly confirm whether Annual lease rental is inclusive of service tax?		The Concessionaire has to bear Service Tax, if applicable over and above the Annual Concession Fee, Annual Lease Rental and other charges payable by the Concessionaire as per applicable laws.
52	Provide details of subway to be constructed i.e. starting point and end point.		Refer Schedule - 1, Scope of Works. The Subway / Foot Over Bridge shall be constructed as per the requirement.
53	Provide details of Helipad to be provided.		Refer Schedule 1, Scope of Works, Helipad is an optional facility.
54	For how long the annual Concession Fee to be paid. Is it upto 20 years or 90 years?		Annual Concession Fee shall be payable for 90 years
55	Kindly give details of any services in the plot or passing through the plot which may have to be shifted, removed or replaced.		Refer Clause 7.2 of the Draft Concession Agreement wherein it is clarified that shifting of the utilities shall be done by the Concessionaire after obtaining the approval from the Concessions Authority. However, the Concessionaire shall be reimbursed for the cost of shifting of utilities by the Concessions Authority
56	Kindly give details for helipad, details and type of helicopters to be landed? Capacity of the helipad?		Refer Schedule 1, Scope of Works, Helipad is an optional facility. However, if helipad is provided then all such approvals are to be taken from Concessions Authority / Competent Authority.

57	Would there be any commercial utilization of helipad and if yes, who will get the fee etc?	Provision of Helipad is an optional facility of the Concessionaire. All the revenues from the commercial utilization of the helipad shall be appropriated by the Concessionaire. Concessionaire shall also be responsible for , the operation and maintenance of Helipad and its approval and overall safety that shall be as per regulations governing such activity
58	As per bid document, Bus terminus and related passenger amenities have been deployed should be transferred back to the Concession Authority at expiry of 20 years. These 20 years will start from operation or from date of Agreement. Kindly clarify?	Refer clause XIV, Article 1 of the Concession Agreement
59	After handing back of Bus terminus and related passenger amenities bidder will have to pay the annual concession fee or not. Kindly clarify.	Concessionaire shall have to pay the Annual Concession Fee for a Concession Period of 90 years
60	Kindly provide details of percentage of commercial area and bus terminal area to be provided?	The details of area to be provided in the bus terminal area are given in various Schedules of the Draft Concession Agreement. This shall be the minimum areas for various components of the Bus Terminal Area that the Concessionaire shall have to develop and hand it over to the Concessioning Authority. The extent of Commercial Area shall be governed by the Floor Area Ratio (F.A.R.) for the proposed project site. At the design and implementation stage of the Project, the Concessionaire shall ensure proper demarcation of the areas.
61	Details and size of Bus terminal facilities, area and size.	Kindly refer to the Schedules of the Draft Concession Agreement where in the details and size of the Bus Terminal Facilities are already provided
62	Bidder is supposed to submit detail drawing along with bid or not.	It is not mandatory for the bidder to submit the detailed drawing at the time of submission of bid. However, the Concessionaire shall be responsible for preparation of concept design and get the same approved from the Design Approval Committee / Independent Engineer. Please refer article 4 of the Concession Agreement.
63	Kindly specify criteria for a bidder to qualify in technical evaluation.	The RFP has been issued to only shortlisted bidders refer clause 4.9 of the PIM
64	Has soil investigation been done? If yes kindly supply soil investigation report.	No Soil Investigation has been carried out for the proposed project site. If required, bidder may carry out the same at their own cost.
65	Bidder is required to pay electricity and water bills during O&M period.	Concessionaire shall be responsible for payment of electricity and water bills during O&M period.
66	Can bidder charge for using toilets and bathing facilities?	Refer Schedule IX of Draft Concession Agreement
67	As mentioned in Schedule III, An access shall be provided from passenger Concourse to rest of project facility by means of escalator or elevators. As the Bus terminal remaining to be on ground floor, then where to provide?	Ensure that the Bus Terminal and the related passenger amenities are constructed at the Complex. In addition to this, separate entry and exit, for the Bus Terminal and Commercial Complex and parking areas shall be provided and developed on the ground floor of the Project Facility as per Schedule VII of this agreement.
68	As per bid document Bus Terminal, it is mentioned that arrival and departure of buses shall be as per bus timetable issued by DOT. Please clarify that it is the responsibility of the concessionaire to depart the buses at right time. If yes, then who will provide and pay for manpower please clarify?	The management of the bus terminal relating to the arrivals and departure of buses shall be under the purview of the PRTC by itself or through the agency appointed by PRTC
69	As per bid document, Enquiry / reservation counter, the same shall remain operational for 16hours in a day with staff in two shifts. Who will provide and pay for the manpower?	The management of the bus terminal relating to the arrivals and departure of buses shall be under the purview of the PRTC by itself or through the agency appointed by PRTC
70	Please provide data how many buses are being parked for overnight charges?	Kindly refer to clause 2.1.3 of PIM for the available data.
71	As per bid document bidder to provide furniture for PRTC, administrative block. Kindly clarify that whether any item (like PC etc.) have to be provided by the Concessionaire?	Refer Schedule IX of Draft Concession Agreement
72	As per bid document, the Concessionaire authority shall reimburse amount incurred by the Concessionaire in relocating underground and overhead service and utilities. It means, it is the responsibilities of the bidder to get the utilities / services shifted and concessionaire authority will pay for the same? Please confirm?	Refer Clause 7.2 of the Concession Agreement.
73	What will be the size of Deluxe waiting hall? Since it is privileged facility and bidder charges for the same. If yes, give details for the same?	The Deluxe waiting hall shall have minimum seating capacity of 50 people
74	Who will maintain Administrative block and other PRTC facilities?	The administrative block and PRTC facilities handed over to PRTC shall be maintained by the Concessionaire as set out in article 7.2 of the Draft Concession Agreement.
75	The Existing structures are going to be dismantled. Kindly clarify?	refer Schedule III of the Concession agreement, The project site shall be handed over the Concessionaire on as is where is basis. Concessionaire may dismantle the structures as per the approval of the Concessioning Authority, without disrupting the Bus Terminus Operations at any point of time
76	Can we get the scaled drawing for the site of Bus Terminal cum Commercial complex on CD	Yes, it has been already provided with the RFP Document
77	Can we get details of property tax required and any other taxes related to bus terminals ?	Kindly refer 8.1 XXIV of the Draft Concession Agreement
78	5% of premium and 5% rise over the previous years premium is very high as a annual concession. With the calculation in the 60th year, 5% premium & 5% rise will be equal to premium quoted as on date. This is very exhaustive and requires to be reviewed.	No Change in the Annual Concession Fees
79	Can we get traffic analysis during the peak and non peak hours? And respective timings with classification of vehicles. i.e. light / medium / heavy	The bidder is required to carry out any studies which are deemed necessary by him on his own cost
80	Whether provision has to be made for inter State Bus Traffic	Yes
81	Please clarify whether the terminal will serve as originating or termination point for Public Transport System	The terminal will serve as Both the originating and termination points for the Public Transport System.
82	Whether segregation has to be made on City public transport system and inter state traffic system ?	Yes it has to be segregated in the design and accordingly to be got approved from the Concessioning Authority
83	In the Tender, the characted classification of the Bus Terminus is not clear. Whether inter state or city public transport	Inter State and City Public Transport terminal are to be developed under the project. Both the terminals are to be segregated in the design and the same has to be got approved from the concessioning authority
84	Whether servicing & minor repairing facilities required within the premises. If yes, then to what extent	Kindly Refer Schedule X of the Draft Concession Agreement.
85	Ares covered by circulation for the Amenities & bus depot is exempted from FAR	Kindly refer the Applicable Local Bye Laws

Additional Clarifications

- 86 Clause 8.1 (XXXVIII) shall be read as "The Concessionaire shall within 30 days of the issuance of Provisional Certificate, create an Operation and Maintenance Fund by opening a current account to collect payments from the sub - Lessees of the Project Facility. This fund shall especially be created exclusively to meet the recurring costs and expenses towards the operation and maintenance of the Project Facility. The Concessionaire shall notify the Concessioneing Authority of the status of such current account and the details of all Sub - Lessees in the Project Facility every quarter. In the event of / upon termination of the Concession Agreement, all such payments towards the operation and maintenance shall then be paid to the Concessioneing Authority by the Sub - Lessees as per the Mechanism of payment so notified by the Concessioneing Authority to all such Sub - Lessees. Concessionaire hereby confirms that suitable provision to this effect shall be included by the concessionaire in the sub lease agreement to be entered between the concessionaire and the sub lessees for the Project Facility. The format for such sub lease deed shall be got approved by the Concessionaire from the Concessioneing Authority. The Concessioneing Authority at its own discretion may sign the sub lease deed as a Confirming Party"
- 87 Clause 8.1 (XXXIX) shall be read as "Concessionaire shall ensure, at all times during the Operation and Maintenance Period, that each Sub Lessee pays to the Concessionaire an annual Lease Rental in respect in respect of the area taken on lease, at such rate in Rupees per Sqft. which shall not be less than the Annual Concession Fee divided by the total built up area in square feet, counted towards FAR, as per the design proposed by Concessionaire and approved by the Design Approval Committee. Concessionaire hereby confirms that suitable provision to this effect shall be included by the concessionaire in the Sub Lease agreement to be entered between the Concessionaire and the Sub Lessees for the Project Facility. The format for such sub lease deed shall be got approved by the Concessionaire from the Concessioneing Authority. The Concessioneing Authority at its own discretion may sign the sub lease deed as a Confirming Party"
- 88 Clause 3.3.1, Section 1 of the RFP shall be read as The amount of Proposal Security may please be read as **Rs. 50,00,000 (Rupees Fifty Lakhs Only)**
- 89 Clause 4.1(a) Draft Concession Agreement shall be read as Transferred the Project Site on leasehold basis with right to grant Sub Lease
- 90 Schedule II of the Draft Concession Agreement, clause Computerization Ticketing & Reservation It is hereby clarified that the Concessionaire shall provide only Physical Infrastructure for this and the Hardware and Software shall be the responsibility of the Concessioneing Authority.
- 91 Clause 5.1.(c) The Article 5.1 (c) shall read as follows:
The Annual Concession Fee shall be payable by the Concessionaire to the Concessioneing Authority in advance on every year at the Concessioneing Authority's or its nominee's bank account at a scheduled bank (to be intimated later on) payable at Chandigarh
The First Annual Concession Fee shall be due from the 7 days of issuance of Construction Completion Certificate-I and accordingly the Concessionaire shall deposit the Annual Concession Fee 7 (seven) days prior to the same date every year. For Illustration, if the date on which the construction Completion Certificate-I is 15th April, the Concessionaire shall have to deposit the Annual Concession Fee on or before 8th of April every year during the Concession Period. 1.
- 92 Schedule II of the Draft Concession Agreement, Passenger Concourse Area The Passenger Concourse area shall be enough to accommodate 32000 passengers (Bathinda Bus Terminus) and 38000 Passengers (Patiala Bus Terminus)at the peak rush hour.
- 93 Clause 4.12.1 As per clause 4.12.1, The Successful Bidder, if it is a Subsidiary of Holding/Parent Company or part of SPC, it shall required to furnish a Letter of Guarantee from its Parent/Holding company..... It is mentioned here that the Successful Bidder shall furnish such Guarantee in the form of Deed of Guarantee as per the Format enclosed (Appendix II) with this Addendum-I.
Also in case, a successful bidder is an individual company and form a SPC as per the conditions specified in the RFP Document, it shall be required to furnish a Deed of Guarantee to such formed SPC..... (as per format enclosed at Appendix III to this Addendum)
- 94 Clause 4.3.1 of Section 1 of RFP Document shall be read as Completed proposals shall be accepted on or before **300 hours, 5th August, 2008 (Proposal Due Date)**at PIDB at the address given below.
Managing Director
Punjab Infrastructure Development Board (PIDB)
SCO: 89-90
Sector 34-A, Chandigarh