

**Clarifications/ Replies to queries**  
**Development of Integrated Computerized Interstate Check Posts on DBOT**  
**(Pre Proposal Conferences held on June 2, 2010 and July 1, 2010)**

SR. NO.	QUERY	CLARIFICATION
1	<p><i>RFP Page No. 113, Annexure D, Section 3, Project Information Memorandum:</i></p> <p>No. of Escape Routes is 80, Please inform us the measures allowed from the Government of Punjab to plug the escape routes.</p>	<p>Please refer Cl. 5.1.2 of Concession agreement.</p> <p>However, it is clarified that no compensation will be paid by GoP on account of loss of revenue of the Concessionaire, due to escape routes.</p>
2	<p><i>RFP, Schedule 10, Page No. 198, Clause No. - 18.10.1 :</i></p> <p>Cost of Equipments: One scanner cost is Rs. 28 Crores and the scanning charge per vehicle is Rs. 100 only, whereas physical inspection attracts more amount. Rest equipments mentioned in RFP are also costly, apart from this there are huge civil works required at 38 + 1 check posts, and therefore the cost of the project as per our estimation may cross Rs. 400 Crores. Kindly review cost estimates indicated in RFP using annual escalation factors/cost variation since the project cost appears to be taken as base year 2007.</p>	<p>No Change.</p> <p>Also , Vehicle scanning is to be done; however, no vehicle scanning charges are applicable in the project. Bidders may submit their bids accordingly. .</p>
3	<p><i>RFP Page No. 102, Section 3, Project Information Memorandum, Sl. No.18:s</i></p> <p>The estimated cost of Project is very much on the lower side, to substantiate the cost of project, the Bill of Quantities is required to be fixed.</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p> <p>No Change</p>
4	<p><i>Concession Agreement, Article 15, Page No.86,</i></p> <p>If Bill of Quantities is not fixed, the upper ceiling of Grant of 40 % of the total project cost should be removed reasonably revised.</p>	<p>No Change</p>
5	<p><i>RFP, Section 3, Project Information Memorandum: Page no. 86, 87, 94,95,96,97 and 98:</i></p>	<p>Please refer clause 13 of Project Information Memorandum of RFP</p>

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	The Traffic data provided in RFP is for the year 2007; please provide us the latest data together with the assurance of the authenticity of the data provided.	
6	<i>RFP, Section 3, Project Information Memorandum: Page no. 91:</i>  The Revenue data provided in RFP is for the year 2007; please provide us the latest data together with the assurance of the authenticity of the data provided.	Please refer clause 13 of Project Information Memorandum of RFP
7	Drawings of each site to be provided and all the narrations should be in English Language only.	The available drawing has been attached along with the RFP
8	Specification of equipments: Specification of the equipments should be given in accurate terms.	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
9	<i>Proposed Design of Checkposts:</i>  GoP should provide the Design of Checkposts for smooth traffic flow else it may keep the traffic stagnant.	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
10	<i>RFP, Schedule 10, Clause No. 15.11, Page No. 197,</i>  Warehouse rate: As per RFP documents the warehouse rate will be decided as per the feasibility of the projects worked out in DPR. Whereas Warehouse rate should be fixed in advance so that financials can be worked out.	Please refer Schedule 10, Clause No. 15 of RFP.
11	<i>RFP, Schedule 10, Page No. 178, Clause No.- 1.1.5:</i>  Processing Time: As per RFP, the processing time allowed for each vehicle is 3 minutes, whereas it will be more if one vehicle carries goods against more than one invoice. Therefore, instead of	Please refer schedule 10 ,scope of work, Service level indicators,

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	limiting the processing time PIDB should fix the time of Data entry.	
12	<p>3.3.2 (p.16)  <i>Financial Capacity:</i></p> <p>Minimum annual turnover of the Bidders or Consortium in last three preceding financial years should be Rs. 45Cr.  Please clarify; the requirement of the annual turnover of Rs.45 Crores aggregate of preceding three years or average of three years.</p>	Please refer Information and Instructions to bidders, clause no. 3 of RFP Document.
13	<p>3.3.3 (p.16)</p> <p>The single Bidder with Net worth more than Rs. 500 Cr is exempted from stated criteria...  Please confirm that the "stated Criteria" means Technical Capacity and Financial Capacity requirement as mentioned in clause 3.3.1 and 3.3.2.</p>	Yes, Refer Clause no. 3.3 of RFP Document.
14	<p>3.3.3 (p.16)</p> <p>The single Bidder with Net worth more than Rs. 500 Cr is exempted from stated criteria...</p> <p>In case of Consortium, if one of the members is having the Net worth more than Rs. 500 Cr, please clarify if such consortium can also be exempted from the stated criteria in line with clause 3.3.3.</p>	Refer Clause no. 3, Information and Instructions to Bidders of RFP Document
15	<p>3.3.3 (p.16)</p> <p>...In absence of technical experience, such bidder shall have to enter into agreements for system integration and operation and management for a period of at least 5 years from COD...</p> <p>Please confirm when is the bidder required to enter into such agreement after signing the concession agreement. Please also clarify, what would be time line for submission of such</p>	Refer Clause no. 3.3.3, Information and Instructions to Bidders of RFP Document

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	agreements to the Authority.	
16	<p>3.3.1 (p.16)  <i>Technical Capacity:</i></p> <p>“Infrastructure Project”  Request the authority to include Power Sector in the list of eligible sectors, for qualifying experience.</p>	Please refer clause no. 3.3.1 of Information and Instructions to bidders of RFP Document
17	<p>3.3.1 (p.16); point 1</p> <p>“Should have completed three infrastructure projects of total cost not less than Rs. 50 Cr in last 3 years as contractor or developer. The expression...  Some developers are developing only the large size Infrastructure projects but limited in numbers. In view of this, to allow such developers to be part of this prestigious project we request you to suitably modify this clause as follow:“Should have completed three infrastructure projects of total cost not less than Rs. 50 Cr or a single project of total cost not less than Rs. 150 Cr(Authority may decide any appropriate higher value)in last 3 years as contractor or developer. The expression...</p>	No Change
18	<p>Form 8; p.56  Format for Board Resolution for Companies  Please confirm that in case of Single Bidder this format is not applicable.</p>	In case of Single Bidder this format is not applicable
19	<p>Schedule 1 (p. 129) 1.1.2  The Processing Fee shall be collected at only entry Check post for the Transit Vehicles...  Please define a Transit Vehicle. Does it mean a vehicle which is not destined within the state of Punjab? Are we supposed to levy fee only on Transit Vehicles? Should it be levied only at the Entry point? We request you to allow levy of Processing Fee on all</p>	Please refer Schedule 1, Fees of RFP

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20	<p>Schedule 1 (p. 129) 1.2.2  Parchee Fee  Please explain whether Parchee Fee shall be chargeable on all transactions (Transport, E&amp;T, Mandi, and Forest).  Since this would be a major revenue generator for the Concessionaire, we request PIDB to provide the past data regarding number of invoices handled by all the User departments. This would enable us to project revenues and assess viability of the Project.  Is the Concessionaire entitled to collect Parchee Fee for E&amp;T dept's transactions also?</p>	<p>Please refer Clause 15 of Information and Instructions to bidders, RFP</p> <p>Also ,</p> <p>Excise &amp; Taxation department of Punjab has introduced e ICC system through ETTSA which provides the online data entry facility. It is decided that E&amp; T will share the revenue will as per following:-</p> <table border="1" data-bbox="1294 783 2029 1158"> <thead> <tr> <th>Data entry</th> <th>E&amp;T Dpt. Share in %age</th> <th>Concessionaire Share in %age</th> </tr> </thead> <tbody> <tr> <td>Online Data entry</td> <td>75</td> <td>25</td> </tr> <tr> <td>Data entry at Check Post</td> <td>25</td> <td>75</td> </tr> </tbody> </table>	Data entry	E&T Dpt. Share in %age	Concessionaire Share in %age	Online Data entry	75	25	Data entry at Check Post	25	75
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Online Data entry	75	25									
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21	<p>Schedule 1 (p. 129) 1.3 Loading / Unloading and Detention Charges  The loading / unloading and detention charges are to believed on whom –user departments or vehicles? The Concessionaire does not have any idea about the loading/ unloading volumes handled at each check post. Kindly provide historical data on loading / unloading / detention volumes (in tons) handled at each check posts. This is required to assess viability of the Project.</p>	<p>Please refer clause no 5.1 (bb) Obligations of GOP and section 3 project Information Memorandum clause no 13.4</p>									

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22	Schedule 1 (p. 129) 1.5 Vehicle Scanning Charges Who will bear the scanning charges? Please clarify whether the scanning charges would be levied on each transport vehicle.	Vehicle scanning is to be done; however, no vehicle scanning charges are applicable in the project. Bidders may submit their bids accordingly.												
23	Clause 24.1, p. 102 With effect from COD.....equal to 405 of the applicable Fee collected for every invoice transaction of goods at the Check post Facilities (“Parchee Fee”)..... Kindly explain the Concept of Parchee Fee; would this include a fee for each data entry done by the Concessionaire (except E&T).Schedule 1 mentions that the Parchee Fee to be levied is Rs.15 per invoice. Does it mean that, the Concessionaire shall share 40% of this fee with GOP?	It is Rs. 15 per consignment.  Excise & Taxation department of Punjab has introduced the ICC system through ETTSA which provides the online data entry facility. It is decided that E& T will share the revenue will as per following:-  <table border="1" data-bbox="1294 855 2016 1150"> <thead> <tr> <th>Data entry</th> <th>E&amp;T Share %age</th> <th>Dpt. in %age</th> <th>Concessionaire Share in %age</th> </tr> </thead> <tbody> <tr> <td>Online Data entry</td> <td>75</td> <td></td> <td>25</td> </tr> <tr> <td>Data entry at Check Post</td> <td>25</td> <td></td> <td>75</td> </tr> </tbody> </table>	Data entry	E&T Share %age	Dpt. in %age	Concessionaire Share in %age	Online Data entry	75		25	Data entry at Check Post	25		75
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24	Clause 17.2.1, p. 89 Revision of Fee Please clarify whether all the categories of Fee will be subject to revision as per clause 17.2.	Please refer Clause 1.1 & 17 of Concession agreement and Schedule 1 of RFP.												
25	PIM, Page 102 Estimated Project Cost Request PIDB to provide break up of this project cost (into various components like IT Systems, Civil works, Electrical works, etc.)	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.												
26	PIM, Page 90 Escape Routes We understand that the Escape Routes mentioned are used by certain vehicles to avoid payment of taxes. What are Concessionaire’s duties in this respect? Is the Concessionaire	Please refer Clause 5.1.2 (w) Obligation of Gop of Concession agreement.												

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	required to set up check points/mobile vans, etc on the escape routes to collect fee?	However, it is clarified that no compensation will be paid by GoP on account of loss of revenue of the Concessionaire, due to escape routes.									
27	Clause 17.4 (p. 90) Differential Fee Please clarify whether Concessionaire can charge different peak and off-peak hours for each category of vehicles.	Please refer clause 17.4 of concession agreement.									
28	Clause 19.1 Capacity Augmentation In absence of any defined capacity targets, we suggest that the Independent Engineer shall, after detailed studies, recommend a detailed capacity augmentation proposal (including number of facilities to be augmented, extension to Concession Period, if any, etc.) in any of the Check post Facilities.	No Change									
29	Commercial Development Request you to allow the Concessionaire to commercially develop commercial real estate in and around the check post (e.g. hotel, restaurants, amusement parks, etc). Is the Concessionaire allowed to collect advertising revenues (by using areas in and around the check posts)?	Please Refer Schedule 10, Clause 17. Pg 198 of RFP. Section 1, Clause 19 Project revenues. Pg 102 of RFP.									
30	Collection of Fee We understand that, the Concessionaire shall only collect the Fees (Processing Fee, Parchee Fee, etc.) from Transport Vehicles at each of the Check post Facilities and the State Levies (Taxes, etc.) will be collected by the State Government personnel. Also, the GOP shall provide the requisite manpower for fulfillment of statutory duties. (Please refer Clause 23 of the Concession Agreement)Please clarify if this understanding is correct.	<p>Please Refer clause, Cl.3.(e) pg. 29, Concession agreement.</p> <p>Excise &amp; Taxation department of Punjab has introduced e ICC system through ETTSA which provides the online data entry facility. It is decided that E&amp; T will share the revenue will as per following:-</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Data entry</th> <th>E&amp;T Dpt. Share in %age</th> <th>Concessionaire Share in %age</th> </tr> </thead> <tbody> <tr> <td>Online Data entry</td> <td>75</td> <td>25</td> </tr> <tr> <td>Data entry at</td> <td>25</td> <td>75</td> </tr> </tbody> </table>	Data entry	E&T Dpt. Share in %age	Concessionaire Share in %age	Online Data entry	75	25	Data entry at	25	75
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		Check Post		
31	Traffic Data Request PIDB to provide traffic volume data for last three years (volume of LCV, MCV and HCV) at each check points. If the DPR consultants have carried out any traffic study, request you to provide a copy of the same for our perusal.	Please refer RFP, Cl. 13.4, Pg. 97		
32	Environmental Clearance Please clarify if any environmental clearances are required for this project. We understand that, all approvals regarding environmental matters will be a responsibility of PIDB. Please clarify.	Please Refer Clause 5.2.5.b Pg. 38 of Concession agreement.		
33	Soft Copy Request PIDB to provide a soft copy of the RFP documents.	Bidders would only be provided one Hard Copy of RFP document		
34	Cl. 19.4 of 1 & 2 Pg. 27 Stipulates that the Bid validity period and Bid security shall be kept valid till the process of selection of bidder and grant of concession is completed. This is an indeterminate provision. Banks prepare BG for a definite period and date therefore define period and date may please be stipulated for validity of bid security	No Change		
35	Cl 6 ; Pg. 87 Project Information Memorandum Discrepancy in Number of check posts of Punjab E&T and Mandi Board. It indicates 38 check posts with E&T and 27 with Mandi board. While Annexure A on pg 103. says 39 and 26 check posts respectively.	Please refer Clause 6 & Annexure A of Project Information Memorandum of RFP. 39 E&T locations and 27 Mandi Board locations include Shambhu import and export side checkposts as 2 separate checkposts.		
36	Schedule - 1, Cl. 1.2 Please clarify whether one Parchee fee per vehicle will be issued at uniform rate of Rs. 15 and this fee shall be retained by the concessionaire as per the provisions in concession agreement	Please Refer clause 1.2 Pg. 129 of RFP and Cl. 24 pg. 102 of Concession Agreement Excise & Taxation department of Punjab has introduced e ICC system through ETTSA which provides the online data entry facility. It is decided that E& T will share the revenue will as per following:		

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		Data entry	E&T Dpt. Share in %age	Concessionaire Share in %age
		Online Data entry	75	25
		Data entry at Check Post	25	75
37	Schedule - 1, Cl. 1.3 Loading / Unloading fee to be charged per vehicle ply clarify	Please Refer clause 1.2 Pg. 129  Loading/Unloading Charges have been reduced from Rs. 240 per tonne to Rs. 50 per tonne.		
38	Schedule - 10; pg. 180 Scope of construction work is not clear. Please specify the construction work to be done at each check post in detail. Similarly project facilities for each check post are detailed. Please confirm that up gradation at only Shambhu check post is to be done	Please refer schedule 10 section 5 of RFP document		
39	Considering the amount of work involved in preparation of bid viz. formation of consortium, estimation of civil and technology requirements, survey and other techno commercial activities, we request you to extend the pre bid conference -2 and tender submission date by 6 to 8 weeks.	It was decided to conduct a third pre-bid on 3 <sup>rd</sup> August 2010 and last date of submission of proposal has been extended upto 3 <sup>rd</sup> September 2010.		
40	Increase construction period for minimum 2 years , Bid due date extension by 90 days.	Construction Period has been increased from 4 months to 6 months.  It was decided to conduct a third pre-bid on 3 <sup>rd</sup> August 2010 and last date of submission of proposal has been extended upto 3 <sup>rd</sup> September 2010.		
41	Sub article 8.2 pg 48 Operations performance security Please Clarify whether fresh BG shall be required for Rs.	Please refer clause No. 8.2 and 8.3 of Concession Agreement.		

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	1 Crore plus the enhancement amount after every two year or new BG only for enhanced amount shall have to be submitted after every 2 years period of operations	
42	RFP/129/1.1.2 As per said clause, Processing Fee shall be collected only from Transit Vehicles, while as per Cl. 1.1.1; all Transport Vehicles defined under Motor Vehicle Act 1988 shall be charged with Processing Fee. Please clarify.	Please Refer Schedule 1; section 5 Fees of RFP Document.
43	Schedule 10/ Scope of work Please provide warehousing charges to be collected from Users.	Please Refer Pg. 197 clause 15.11 of RFP
44	Page No. 56 , Clause No. 10.1.2, Concession agreement  .....The cost of such shifting shall be borne by the GoP or the entity owning such utility, if the GoP so directs.....  Query: As the party owning the utility is not a signatory to this agreement, can the same be held liable for reimbursement of its utility shifting expenses. Please clarify.	Please refer clause No. 10.1 of Concession Agreement.
45	Page No. 95 , Clause No. 20.4.1(b) 90% of the debt due excluding subordinate debt.  Query: 100% of the debt due should be payable. Please confirm.	No change
46	Page no. 52 , Clause no. 9.3.2  Without prejudice to the provisions of clause 9.3.1 above , the parties here to agree that on or prior to the compliance date , the GoP shall have vacanted access , Right of Way or/and vacant possession such that the appendix shall not include more than 10%.....  Query: The bidder presumes that not more than 10% of the land shall be part of the appendix. The bidder shall be compensated appropriately in terms of time and cost if the above is	Please Refer Clause 9.3 of Concession Agreement.

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	not complied by the authority.	
47	Page No. 132 , Clause No. 34  Dispute resolution procedure  Query: The dispute resolution procedure does not confirm to the Indian Arbitration Act. Kindly Clarify...	Please refer Clause 34 of concession agreement
48	Page no 42 , RFP , S.No.17  RFP document with each page initialed and stamped is to be kept in envelope A. It may be please clarified whether copy of RFP is to be kept with copy 1 and copy 2 of technical bid also.	Yes
49	Page no. 74 , RFP  The format of the financial model required to be submitted as per note (b) may please be supplied so that all the bids are comparable.	Please Refer Pg. 74 Financial Details of RFP Document
50	Page no. 180 , article 4 of schedule 10 , sub article 4.3, RFP  Stipulates for construction and commissioning of the project facility . Minimum areas and specifications for different facilities expected to be provided at different checkposts need to be spelled out for planning, designing , and costing of project facilities and submitting comparable bids.	Please Refer clause 4 & 5 of Schedule 10 of RFP Document.
51	Page no. 180 , Sub Article 4.4 , RFP  Stipulates for procurement, installation, and commissioning of equipments, hardware and software at each checkpost. List of approved vendors for the equipments, Hardware and software may be made available for getting sources of procurement and costing for	The technical specifications for Software, hardware etc. is given in the RFP. It is left to the SIs to decide the vendor, technology they want to propose as part of the solution.

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	preparation if bids.	
52	<p>Page 180 , Sub article 4.7 , RFP</p> <p>Stipulates that GoP through its staff deployed at the checkpoints , shall undertake statutory duties while concessionaire shall be responsible for non – statutory and provision attendant services. To assess the man power and its probable cost the minimum staff of different types needed for performing non-statutory duties may please be indicated to receive comparable bids..</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
53	<p>Page 182, Sub article 5.5 , RFP</p> <p>Layout of off street drive through toll plaza with main entry and exit , approach road , arrangement of operator booths etc. , may please be supplied for evaluation of cost of these facilities on comparable basis by each bidder.</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
54	<p>Page 183 , Sub Article 5.6 , RFP</p> <p>Drawings showing required areas for parking, driver’s waiting room , detention area, loading unloading area, ware house, administrative office, public conveniences, security booth , and police post etc. may be provided for each type of check post to assess cost of these facilities on comparable basis.</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
55	<p>Page 189, Sub Article 8.8, RFP</p> <p>Side Drains ---Drawings and specifications of side drains may please be supplied.</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.

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56	<p>Page 189, Sub Article 8.9 , RFP</p> <p>Utility Corridor—Diameter, length, and no. of pipes with specifications of utility ducts may please be given for costing purposes.</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>
57	<p>Page 189, Sub Article 8.10 , RFP</p> <p>Culverts and cross drainages—details of culverts and cross drainages works with GAD be supplied to assess the cost of the structures.</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>
58	<p>Page 191 , Sub Article 9.2, RFP</p> <p>Building—GAD of all the buildings may please be supplied so that all the bidders may quote on similar basis and bids are comparable.</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>
59	<p>Page 39 , Sub Clause 5.2 , Sub Clause 5.2.5 , Concession agreement</p> <p>Obligations of Concessionaire----States that the concessionaire recognizes that statutory functions are responsibility of GoP and the concessionaire is only responsible for providing attendant facilities and services incidental to such statutory functions. It is requested that an illustrative requirement of attendant facilities and services needed for each type of check post for each user department may be made available for bidding technology.</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>
60	<p>Page 68 , Sub Clause 11.1.1 , Change of scope, Concession agreement</p> <p>Changes of scope constitute additional works and services on or about the project facilities which are not included in Scope of Project. In schedule 10 of RFP the Scope of Project has not been quantified either for the project or for project facilities. Number of lanes, Number of check posts , area to be carpeted and area of buildings , nothing has been given in scope. Scope is so open and wide that there shall be no possibility of any change of scope. It is therefore suggested that scope of the project may please be</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>

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	quantified to have comparable non speculative bids.	
61	<p>Page 69 &amp; 70 , Sub Clause 11.3 &amp; 11.6 , Payment for change of scope /Reduction in scope of project , Concession Agreement</p> <p>Method of costing should be elaborated to avoid dispute at a later date. Preferably it should be based on prevailing market rates of materials and labor and overheads and profits should be on percentage basis of actual cost based on market rates.</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
62	<p>Page 71 , Sub Clause 12.1.1(c) , O&amp;M Obligations of the concessionaire , Concession agreement</p> <p>Mandatory manpower to be deployed for each of the facility should be quantified and resources to be arranged for operation and maintenance be detailed so as to facilitate appropriate costing of the project.</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.
63	<p>Page 80 , Sub-clause13.2.1.5 , Independent Engineer , Concession agreement</p> <p>States that one half of the remuneration cost and expenses of the independent engineer shall be reimbursed by the concessionaire to the GoP. Upper limit of such reimbursement by the concessionaire may please be fixed in terms of either percentage of project cost or any fixed sum so that proper costing may be done by the bidder.</p> <p>It is understood that independent engineer shall be engaged for construction period only. The same please be confirmed.</p>	Please refer clause no. 13.2 of concession agreement.
64	<p>Page 28 , cl. No. 19.5 , RFP Document</p> <p>According to this clause the bid security of un-successful bidder shall be returned by PIDB within 30 days from the completion of process of grant of concession . We request you to return the bid security of unsuccessful bidder within 30 days from opening of financial bid.</p>	No Change

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65	<p>Page 15 , Clause 3.2 , RFP</p> <p>According to this clause the consortium is allowed for bidding this tender. We request you to provide maximum number of members allowed in consortium bidding.</p>	<p>Please refer Section 1, Clause 4 of RFP Document</p>
66	<p>Page 88 , clause no. 6.6 , RFP</p> <p>According to this clause the E&amp;T department has a separate agency known as Excise and Taxation technical Services agency (ETTSA) to look after the technical and other modernization related issues of the department. Please clarify that what are other similar agencies for RTO and mandi Board that shall get involved in requirement specification finalization or authorized body for communication to frizz the scope of integrated software application for transactions?</p>	<p>There is no other agency similar to ETTSA for the other User departments.</p> <p>Concessionaire will have to discuss the same with user departments as per their requirements..</p>
67	<p>Schedule 1 – fees on page no 129 of RFP</p> <p>It is mentioned that the charges shall be effective from COD of the project facility. The fee structure given under schedule- 1 shall have some base year like 2010-11 , as the COD may arrive at any year hereinafter. The effectiveness of the fees and the revision of the same shall be in accordance with such base year. Kindly amend the clause accordingly.</p>	<p>Fee structure for the starting year is as per schedule 1 of RFP Document.</p>
68	<p>Schedule 1 – Fees on page no. 129 , RFP</p> <p>It has been mentioned that the detention charges are Rs. 50 per day . we presume that here the day means until 12 O'clock in the midnight and not the 24 hours starting from the time when the vehicle has been detained.</p>	<p>24 hours from the time of detention</p>
69	<p>Clause No. 1.1.2 &amp; 1.2.2 of Schedule 1 on page 129 of RFP.</p> <p>Kindly describe the clause properly. We presume that the fees are to be charged for the vehicles which are entering in Punjab state only and not on the existing from punajb state.</p>	<p>Transit vehicles purchee fee will be charged at entry point only</p>

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	Kindly elaborate this clause properly.	
70	<p>Clause no. 1.4, page no. 129, RFP.</p> <p>Please clarify the detention charges. We presume that if any vehicle detained on check post for any reason these charges shall be paid by vehicle owner.</p>	Please refer clause no.15, RFP Document.
71	<p>Clause 1.5 of schedule 1 – fees on page no 129 , RFP</p> <p>It has been mentioned that the vehicle scanning charges are Rs. 100/- per vehicle which seems to be very much less. Kindly increase the vehicle scanning charges to Rs. 500/- per vehicle instead to Rs. 100/-. Further, kindly explain that whether every vehicle entering the check post shall be scanned or any particular category of vehicles needs to scan. If the requirement is for the particular category of vehicles then kindly give the details of the same.</p>	<p>Vehicle scanning is to be done; however, no vehicle scanning charges are applicable in the project. Bidders may submit their bids accordingly.</p> <p>All suspected vehicles as observed by the user department will be scanned.</p>
72	<p>Clause No. 1.1.3 on Page No. 178 of RFP</p> <p>Provide total automation solution ( Electronic screening ) to all user departments expect E&amp;T (Which will continue to use its existing IT System ) , Please clarify does this mean that integration of s/w with E&amp;T is out of scope of s/w application?</p>	E&T would continue using its own IT system/application, however, the integration with the same would have to be provided, and integration middleware need to be proposed.
73	<p>Clause No. 2.1.1 on Page No. 178 of RFP</p> <p>Excise and Taxation ( expect for ICT system for E&amp;T ) , in the same context , what is the scope of s/w for E&amp;T if we are exempting ICT ( Information and Communication technology )?</p>	Software for E&T will be exempt from concessionaire will be done by E&T
74	<p>Clause No. 14.5 on page No. 196 of RFP</p> <p>According to this clause detention shall be provided with surveillance system (CCTV) and</p>	Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.

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	public address system. Please clarify scope and specification.	
75	<p>Clause No. 18.10 on page no. 201 and 202 of RFP</p> <p>It has been mentioned that , the vehicle scanner shall be installed at shambhu check post. Kindly clarify whether it should be provided in each lane. Also provide number of scanner to be installed at the check post. Also explain about the when and in which case the scanning will be done.</p>	<p>There should be only one mobile scanner and it would be at Shambhu check post.</p> <p>Vehicle scanning is to be done; however, no vehicle scanning charges are applicable in the project. Bidders may submit their bids accordingly.</p> <p>All suspected vehicles as observed by the user department will be scanned.</p>
76	<p>Clause no. 50.0 on Page No. 231 of RFP</p> <p>Specifications for Business Process Management are very much general and indistinct specifications. Unclear about what is use of this application and who are users , owner of BPM Solutions.</p>	<p>The owners of the BPM solution would be the participating departments (their employees) whom the processes cut across.</p> <p>The users would be the set of people who would play role in the execution of the business processes. They may participate by approving/rejecting or by adding appropriate comments.</p>
77	<p>Clause No. 70.0 on Page No. 260 of RFP</p> <p>The specifications for alert and event management are very general and indistinct specifications. Kindly clear about what is use of this application and who are users, owner of application?</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>
78	<p>Clause No. 8.1 on Page No. 48 of Concession Agreement</p> <p>The amount of the construction performance security seems to be on higher side . According to General Practice it shall be 1% of the construction cost. Therefore it is requested to reduce the amount of the performance security to Rs. 13500000/- instead of Rs. 50000000/-.</p>	<p>No Change</p>

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79	<p>Clause No. 8.2 on page no. 48 of concession agreement</p> <p>The enhancement of the operation performance security according to the increase in the average WPI of previous 2 years shall be deleted. As the provision of fresh performance security in case of encashment of performance security in full or part is there according to the clause 8.4.3, the enhancement of operation performance security at every 2 years shall be deleted.</p>	No Change
80	<p>Clause 8.5.1 on page No. 49 of concession agreement</p> <p>The release of the performance security either construction or operation shall be immediately within 2 weeks of completion of construction period or operation period as the case may be instead of release after 2 weeks of expiration of bank guarantees.</p>	No Change
81	<p>Footnote on page no. 88 under clause 16 of concession agreement</p> <p>It has been mentioned at the footnote that in the event the concessionaire is not seeking grant and instead offers to pay concession fee, Article 13 shall be omitted. This seems to be irrelevant. It shall be article 15. Kindly clarify</p>	In the event the concessionaire is not seeking grant and instead offers to pay concession fee, Article 15 shall be omitted
82	<p>Clause 17.2 , Page no. 89 of concession agreement.</p> <p>According to the clause 17.2.1 , for revision of user fee on account of the variation in WPI , the WPI to consider is of 1<sup>st</sup> april of the year of revision hereunder. We would like to</p>	<p>1. The concessionaire will take the WPI rate of month of April and has to submit the revised rates to the GoP for its approval. And the rates will be applicable after the approval of GoP</p>

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	<p>convey some of the following points to you according to which the clause shall be amended.</p> <ol style="list-style-type: none"> <li>1. It has been mentioned that the revision and its calculations thereof shall be conveyed to GOP 15 days prior to the date of Revision. But in the month of March, the WPI for April month can not be available. Therefore the Calculations shall be in accordance with the previous month of December so that in the following month of March confirmed WPI can be available.</li> <li>2. The Office of the Economic Adviser has stopped publishing the weekly WPI and only the monthly WPI are available. So the WPI for particular month shall be applicable and not for particular date.</li> <li>3. User fees are subjected to increase only on the basis of WPI increase again restricted to 70%, which is not sufficient and will affect the revenue. Instead, it shall be having fix annual increase of 10% (without compounding) plus effect of increase of WPI annually which should not be restricted. In brief User Fees shall be revised in accordance with the Toll Policy of GOP.</li> <li>4. Annually Revised rates shall be Rounded off to the nearest 5 Rupee. The provision of such clause shall be made.</li> </ol>	<ol style="list-style-type: none"> <li>2. Monthly WPI Rates are applicable</li> <li>3. No Change</li> <li>4. Please Refer Clause no. 1.3, Page no. 25, Concession Agreement.</li> </ol>								
83	<p>Clause 24 Page No. 102 of Concession Agreement :</p> <p>It has been mentioned that the concessionaire shall pay the revenue share equal to 40% of the applicable fee collected for every invoice transaction goods at the checkpost. We presume that this Revenue Share is only for "Processing Fee for Data Entry" for which rate is provided at 1.2.1 in Schedule-I and not for other User Fees. Kindly confirm.</p> <p>Further, we would like to convey that, if the concessionaire will share the Revenue with GOP then the project will not be at all feasible. Already the provision of Project Development fees is there and the concessionaire shall pay 1.00 Cr under this provision and in addition to above the concessionaire shall have to share the revenue. The project will not be viable in that case.</p>	<p>Excise &amp; Taxation department of Punjab has introduced e ICC system through ETTSA which provides the online data entry facility. It is decided that E&amp; T will share the revenue will as per following:-</p> <table border="1" data-bbox="1294 1251 1989 1414"> <thead> <tr> <th>Data entry</th> <th>E&amp;T Share %age</th> <th>Dpt. in</th> <th>Concessionaire Share in %age</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Data entry	E&T Share %age	Dpt. in	Concessionaire Share in %age				
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	So it is kindly requested to delete this clause of Revenue Share and allow the concessionaire to retain all the revenue or else the Revenue Share shall be reduced to 10% instead of 40% of applicable fees collected for every invoice transaction (Parchee Fee) of goods at checkpost.	Online Data entry	75	25	
		Data entry at Check Post	25	75	
84	<p>Clause no. 37.1 , page no. 38 , RFP</p> <p>The Selected Bidder/Concessionaire shall provide the Performance Security prior to execution of the Concession Agreement, within three weeks of issue of Notice of Award to the Selected Bidder</p> <p>Query : Nothing is mentioned about the amount of Project development fees in the CA , it is kindly requested that the tentative amount of project development fees should be given.</p>	Please refer Page no.4 concession agreement form Point no. d			
85	<p>Clause No. 8.1.1 , page 185 , RFP</p> <p>Identification removal and shifting of utilities services, poles etc</p> <p>Query: In this reference it is requested that Removal and shifting of utilities shall be in the scope of PIDB.</p>	No Change			
86	<p>Clause no. 4.2(a) , page no. 31 of concession agreement</p> <p>made all the applications at its cost and procured all the Applicable Permits required for commencing construction and execution of the Works unconditionally</p> <p>Query : It is requested that the applicable permits relating to environmental protection &amp; conservation of site shall be in the scope of GoP.</p>	No Change			

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87	<p>Clause no. 8.2 , page no. 48 , Concession agreement</p> <p>For securing the due and punctual performance of obligations of the Concessionaire under this Agreement during the Operation Period and six month thereafter, the Concessionaire shall deliver to the GOP, one-month prior to the Scheduled Construction Completion Date or Project Completion Date, whichever is earlier, an unconditional and irrevocable demand bank guarantee for a sum equivalent to Rs. 10000000.00(Rupees One Crore), in favour of GOP from a scheduled or nationalised bank acceptable to GOP and enforceable and payable in Chandigarh, substantially in the form set forth in Schedule “2” (the “Operations Performance Security”). Provided, however, that the amount of the Operations Performance Security shall be enhanced every 2 (two) years from the date of issue thereof by such percentage as is equivalent to the increase in the average WPI for the previous 2 (two) years.</p> <p>Query : It is requested to clarify the validity of operation performance security in exact number of days and the enhance clause should be eliminated.</p>	No Change
88	<p>Clause no. 10.2 , Page no. 56 , Concession agreement</p> <p>The GOP shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the GOP</p> <p>Query: It is requested that the approval regarding cutting of trees shall be in the scope of GoP.</p>	No Change
89	<p>Clause no. 10.2 , Page no. 56 , Concession agreement</p> <p>Parties hereto agree that the felled trees shall be deemed to be owned by the GOP and shall be disposed in such manner and subject to such conditions as the GOP may in its</p>	No Change

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	<p>sole discretion deem appropriate.</p> <p>Query: it is requested that the cost occurring due to disposal of trees should be borne by GoP. The tress should include both trunk and stumps.</p>	
90	<p>Clause 25.2(b) , page 104 , Concession agreement</p> <p>It is mentioned that non political event means (b) strikes and boycotts which are not on account of acts or omission of any acts of the Concessionaire, its Contractors or persons claiming through or under it, interrupting supplies and services to the Project Facilities for a continuous period of 24 (twenty four) hours and aggregate period exceeding 7 (seven) days in a Financial Year and not being Indirect Political Event set forth in Clause 25.3</p> <p>Query : Kindly clarify that this should be considered under political event instead of non political event which is not attributable to the concessionaire</p>	<p>Please refer clause 25.2, Concession Agreement</p>
91	<p>Clause 1.1 , page 129 , RFP</p> <p>Processing Fee shall be collected from every Transport Vehicle defined under MotorVehicle Act 1988 and any amendment, replacement thereof. Transport Vehicles means public service vehicle, goods carriage, en educational institution bus or a private service vehicle.</p> <p>Query : It is requested to clarify whether buses and taxis are liable to pay the processing fee? What about the private cars are they liable to pay the processing fees?</p>	<p>Please refer Motor vehicles act , 1988 and central motor vehicle rules , 1999.</p> <p>Also , Omni Buses having more than 9 seats excluding driver registered in any state other than the state of Punjab will pay processing fee..</p>
92	<p>Clause 1.2 , page no. 129 , RFP</p> <p>Processing Fee for data entry (referred to as Parchee Fee) : Rs 15 per invoice or parchee of the goods</p>	<p>Parchee fee: Rs. 15 per consignment of the goods.</p> <p>Excise &amp; Taxation department of Punjab has introduced e ICC</p>

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	<p>Query : it is requested to clarify whether Rs. 15 is applicable for all kind of vehicles?</p>	<p>system through ETTSA which provides the online data entry facility. It is decided that E&amp; T will share the revenue will as per following:-</p> <table border="1" data-bbox="1294 560 2029 858"> <thead> <tr> <th data-bbox="1294 560 1485 699">Data entry</th> <th data-bbox="1485 560 1659 699">E&amp;T Dpt. Share in %age</th> <th data-bbox="1659 560 2029 699">Concessionaire Share in %age</th> </tr> </thead> <tbody> <tr> <td data-bbox="1294 699 1485 783">Online Data entry</td> <td data-bbox="1485 699 1659 783">75</td> <td data-bbox="1659 699 2029 783">25</td> </tr> <tr> <td data-bbox="1294 783 1485 858">Data entry at Check Post</td> <td data-bbox="1485 783 1659 858">25</td> <td data-bbox="1659 783 2029 858">75</td> </tr> </tbody> </table>	Data entry	E&T Dpt. Share in %age	Concessionaire Share in %age	Online Data entry	75	25	Data entry at Check Post	25	75
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93	<p>Clause 9.3.6 , Page no. 52 , concession agreement</p> <p>The Concessionaire may procure at its cost and expense and on it's own the Additional Area that may be required by it for Commercial Facilities and the GOP shall have no obligation or liability, of any nature whatsoever, in respect thereof. For avoidance of doubt, the Concessionaire shall seek prior consent of the GOP to connect any Commercial Facility to the Project Facilities and such consent shall not be unreasonably withheld.</p> <p>Query: It is requested to clarify that is there any maximum limit of additional area that can be acquired by the concessionaire. Kindly clarify the product mix that can be developed in the additional area.</p>	<p>Please refer clause 9.3.6 of Concession Agreement</p>									
94	<p>Clause 16.0 , page no. 88 , Concession agreement</p> <p>The Concessionaire shall, with effect from COD and during Operation Period pay to GOP the Concession Fee in each Financial Year of the Operation Period at the annuity rate set</p>	<p>The bidder will submit the financial bid as per the attached format.</p>									

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	<p>forth in Schedule</p> <p>Query: It is requested to clarify that if the concessionaire fee quoted by the concessionaire is on annual basis, kindly suggest how to arrive at the monthly payment to be made as concession fee.</p>										
95	<p>Clause 24 , page no. 102, Concession agreement</p> <p>With effect from COD and during Operation Period, the Concessionaire agrees to pay to the GOP, share equal to 40% ( Forty Percent) (the “Revenue Share”) of the applicable Fee collected for every invoice transaction of goods at the Checkpost Facilities (the “Parchee Fee”). The remaining 60% (Sixty Percent) of the Parchee Fee shall be retained and appropriated by the Concessionaire.</p> <p>Query : It is requested to clarify whether the revenue share is applicable for only data entry fee or entire revenue.</p>	<p>Parchee fee: Rs. 15 per consignment of the goods.</p> <p>Also ,</p> <p>Excise &amp; Taxation department of Punjab has introduced e ICC system through ETTSA which provides the online data entry facility. It is decided that E&amp; T will share the revenue will as per following:-</p> <table border="1" data-bbox="1294 962 2027 1294"> <thead> <tr> <th data-bbox="1294 962 1485 1090">Data entry</th> <th data-bbox="1485 962 1659 1090">E&amp;T Share in %age</th> <th data-bbox="1659 962 2027 1090">Concessionaire Share in %age</th> </tr> </thead> <tbody> <tr> <td data-bbox="1294 1090 1485 1166">Online Data entry</td> <td data-bbox="1485 1090 1659 1166">75</td> <td data-bbox="1659 1090 2027 1166">25</td> </tr> <tr> <td data-bbox="1294 1166 1485 1294">Data entry at Check Post</td> <td data-bbox="1485 1166 1659 1294">25</td> <td data-bbox="1659 1166 2027 1294">75</td> </tr> </tbody> </table>	Data entry	E&T Share in %age	Concessionaire Share in %age	Online Data entry	75	25	Data entry at Check Post	25	75
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96	<p>Section 2</p> <p>Kindly give the details of the existing IT system. Please clarify.</p>	<p>Please refer Annexure E of RFP document</p>									

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97	<p>Section 4</p> <p>Is there any specific standards stipulated for network and its components. Is the concessionaire free to use any components?</p>	<p>Please refer Schedule 10 of RFP. Components should satisfy the service and maintenance levels.</p>
98	<p>Schedule -1; Pg. 129 Fees</p> <p>Vehicles have been divided into 3 categories; Plz provide specification of each type of vehicle to identify its category at check post.</p>	<p>Please refer motor vehicles Act, 1988 and central motor vehicle rules, 1999.</p>
99	<p>Sub article 10.6.2 pg 60</p> <p>Schedule 9Schedule 9 is blank. Plz review it</p>	<p>To be provided by the bidder</p>
100	<p>CA/86/15.1.2, RFP/72-73/Form 2 &amp; Table A</p> <p>a) As per Cl. 15.1.2 of CA; Grant shall be disbursed as equity support, while as per RFP Form 2 &amp; Table A, Grant/Concession Fee is to be quoted on yearly basis. Whether the grant will be provided to the developer during the construction period or for the operations period or for both the period? If it is provided during the operational years or for both the period, then what will be the yearly growth rate or each year a fix sum will be provided to the developer?</p> <p>b) What will be the yearly growth rate for the concession fees or each year a fix sum will be provided by the developer?</p> <p>Please clarify the Price Bid Format and amend it as per general NHAI methodology.</p>	<p>The bidder will submit the financial bid as per the attached format.</p>
101	<p>RFP/72/Form 2</p> <p>a) Whether the Net Present Value (NPV) will be the amount of Total Grant or Simple aggregate will be the amount of Total Grant (b)? If it will be calculated on the basis of NPV then what will the discounting factor?</p> <p>b) What will be the discounting factor for the calculation of Annuity (c)?</p> <p>Please clarify the Price Bid Format and amend it as per general NHAI methodology.</p>	<p>The bidder will submit the financial bid as per the attached format.</p>

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102	<p>Page 181 , Article 5 , RFP</p> <p>Project components and facilities—Sub article 5.2 provides for up-gradation and re-engineering of shambhu checkpost only. It is therefore presumed that none of the other check posts except shambhu check post requires upgradation and re-engineering. The same may please be confirmed.</p>	<p>Please Refer Schedule 10, Scope of work clause no 4.3, page no 180 of RFP</p>
103	<p>Page 182 , Sub Article 5.3 , RFP</p> <p>Stipulates to develop computerized system to be hosted at data center located in Chandigarh/Mohali. It may please be confirmed that land for data centre shall be provided by GoP. Building area and other ancillaries required for data centre may be furnished to assess the project cost.</p>	<p>An area of 400 sq.ft will be provided by GOP for development of Central Control room. State data centre will be used for storage of data of all user departments. The GoP will pay the charges for usage of data centre till the commissioning of state data centre.</p>
104	<p>RFP/129/1.1</p> <p>Does Concessionaire have to charge Processing Fee only from loaded vehicle? Please clarify.</p>	<p>Refer schedule 1, page 129 of RFP.</p>
105	<p>Schedule 10/ Scope of work</p> <p>Please provide warehousing charges to be collected from Users.</p>	<p>Refer clause 15.11, page no. 197 of RFP.</p>
106	<p>CA/86/15.1.2, RFP/72-73/Form 2 &amp; Table A</p> <p>a) As per Cl. 15.1.2 of CA; Grant shall be disbursed as equity support, while as per RFP Form 2 &amp; Table A, Grant/Concession Fee is to be quoted on yearly basis. Whether the grant will be provided to the developer during the construction period or for the operations period or for both the period? If it is provided during the operational years or for both the period, then what will be the yearly growth rate or each year a fix sum will be provided to the developer?</p>	<p>The bidder will submit the financial bid as per the attached format.</p>

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	<p>b) What will be the yearly growth rate for the concession fees or each year a fix sum will be provided by the developer?</p> <p>Please clarify the Price Bid Format and amend it as per general NHAI methodology.</p>	
107	<p>RFP/72/Form 2</p> <p>a) Whether the Net Present Value (NPV) will be the amount of Total Concession Fee or Simple aggregate will be the amount of Total Concession Fee? If it will be calculated on the basis of NPV then what will the discounting factor?</p> <p>b) What will be the discounting factor for the calculation of Annuity (c)?</p> <p>Please clarify the Price Bid Format and amend it as per general NHAI methodology.</p>	<p>The bidder will submit the financial bid as per the attached format.</p>
108	<p>Please provide GADs for minor checkpoints.</p>	<p>Please Refer clause no. 3.1.2.(a) and 5.2.5.(a) of concession agreement.</p>
109	<p>What are the criteria for the development of minor checkpoints? Please clarify.</p>	<p>Classification of checkpoints is based on traffic</p>
110	<p>How the commercial traffic will be compelled to pass through the concessionaire's check post? Please clarify.</p>	<p>All vehicles carrying goods in trade in course of interstate trade for commerce are required to bypass through a designated check post under VAT law.</p>
111	<p>CA/60/10.6</p> <p>As the scope of work &amp; specifications demands huge amount of time, as such, construction period should be increased for minimum 2 years</p>	<p>Construction period has been increased from 4 months to 6 months.</p>

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112	<p>3.3.1</p> <p>Technical Capacity: "Infrastructure Project"  Please clarify whether experience in Power Projects can be included in the list of eligible projects</p>	Please Refer clause 3.3.1, Page no 16 of RFP.
113	<p>3.3.3</p> <p>Single bidder with N/W more than Rs. 500 Cr. is exempt from stated criteria.  Please clarify exemption from stated criteria would mean exemption from both the financial &amp; technical capacity in case of an entity having N/W more than Rs. 500 cr.</p>	Yes. And please refer clause 3.3.3, page 16 of RFP.
114	<p>6.3.1</p> <p>Conflict of interest:</p> <p>the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than five per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the case may be, is not more than five per cent of the paid up and subscribed share capital thereof;.....</p> <p>A cross-holding level of 5% for the purpose of conflict of interest provisions is totally unfair. We request GoP to increase the shareholding requirement for this clause from 5% to 25%. This is line with such clauses in other infrastructure projects.</p> <p>We request GoP to replace the following clause with:-</p> <p>the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification</p>	No Change.

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	<p>shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than twenty five per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the case may be, is not more than twenty five per cent of the paid up and subscribed share capital thereof;.....</p> <p>The same amendment has been done by other nodal agencies already.</p>	
115	<p>Clause 19.5, page no. 28 of RFP Document</p> <p>Bid security of the unsuccessful Bidder shall be returned by PIDB within a period of 30 (thirty) days from the completion of process of Grant of Concession</p> <p>We request GoP to amend the clause with the following</p> <p>Bid security of the unsuccessful Bidder shall be returned by PIDB within a period of 30 (thirty) days from the Bid Due Date</p>	No change
116	<p>Clause no. 40.1 , page no. 40 of RFP</p> <p>Special Package of Incentives for Mega Projects</p> <p>We request GoP to provide us with the details of incentives available to the concessionaire &amp; the process for such entitlement.</p>	Please refer clause no. 40, page 39 of RFP.
117	<p>Form 7 – Format for Consortium Agreement: Point 3 , Page no. 54</p> <p>That each of the members of the consortium along with their respective Associates, commit to hold a minimum equity stake equal to 10% of the aggregate shareholding of the consortium in SPC at all times during the Concession Period</p> <p>We request GoP to delete this clause, as any ways the consortium is required to hold 26% for the entire period of the concession period then inclusion of such a clause binds each member to hold stake in the consortium diluting the ability of the concessionaire to fully</p>	No Change

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	exit the project company even after the adhering to the change in ownership guidelines of the Concession Agreement.	
118	<p>Form 12, Page no. 62 of RFP.</p> <p>Declaration on status on Financial Close of Projects in Hand</p> <p>Please clarify whether this Form 12 needs to be submitted along with the Bid.  As per the note given in Form 12, the <u>successful bidder</u> is supposed to provide details to the GoP on the status of the Financial Close before signing of the concession agreement.</p> <p>Please clarify the contradictory statements.</p>	<p>The bidder will submit Form No. 12 with Technical proposal and the successful bidder shall submit an additional form No. 12 furnishing a declaration giving details of BOT projects awarded to the firm (s) since submission of the bid by the successful bidder for this project.</p>
119	<p>Definition:  Total Project Cost, page no. 21 of concession agreement.</p> <p>Please provide us with the Total Project Cost as estimated by GoP</p>	<p>Please Refer section 3 PIM ,clause 18 , page no. 102 of RFP.</p>
120	<p>Clause 15, page 86, Concession agreement.</p> <p style="padding-left: 40px;">Grant</p> <ol style="list-style-type: none"> <li>1. Clause 15.3.3 mentions that Grant comprises – Equity Support and O&amp;M Support thus while quoting a grant we need to quote for Equity Support as well as O&amp;M Grant.</li> <li>2. Clause 15.2.2 mentions that that Equity Support shall be restricted to 40% of the Total Project Cost – We understand that Equity Support should be restricted to 40% of Total Project Cost, whereas the summation of Equity Support and O&amp;M Support may be greater than 40% of the Total Project Cost. Also the Total Project Cost is not mentioned in the Concession Agreement. Please confirm if this</li> </ol>	<p>The bidder will submit the financial bid as per the attached format.</p>

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	<p>understanding is correct.</p> <p>3. As Grant is to be quoted in Yearly terms please explain how the bidder is supposed to quote Equity Support and O&amp;M Support annually by providing an example of the same (including both Equity Support &amp; O&amp;M Support)</p> <p>4. Please explain how would the GoP assess the bids?</p> <p style="padding-left: 40px;">A. Whether as total of Equity Support and O&amp;M Support (summation of all yearly numbers)?</p> <p style="padding-left: 40px;">Or</p> <p style="padding-left: 40px;">B. By comparing the net present values of all bidders?</p> <p>In case the Bid is to be assessed on NPV basis please specify what would be the discount rate for computing the NPV.</p> <p>Please Clarify.</p>	
121	<p>Page 88, Clause 16.1 &amp; Formats for Bid Preparation and Submission: Financial Bids of Concession agreement.</p> <p>Concession Fee &amp; Quotation of Grant/ Concession Fee</p> <p>On quoting a concession Fee as the Bid the concessionaire is required to provide the GoP during the operation period a Concession Fee at an Annuity Rate.</p> <p>1. There is a contradiction in the way the Bid is to be quoted, as per Form 2 of the Financial Bid, Concession Fees are to be quoted as 'Annuity' whereas Article 16.1 requires it to be quoted as an Annuity Rate (%). Please clarify how the bidder</p>	<p>The bidder will submit the financial bid as per the attached format.</p>

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	<p>should quote its Bid?  Also specify in case of Annuity rate, such % of Concession fee should be of total revenues?  Should it include the revenue to be shared with the GoP in the form of 40% of the Parchee Fee? Please Clarify.</p>	
122	<p>Schedule 1 of RFP , Page no. 129</p> <p>Loading/ Unloading Charges</p> <ol style="list-style-type: none"> <li>1. Please explain what is the incidence when such charges would be applicable</li> <li>2. We understand that such fees are subject to revision as per the clause 17.2 in the Concession Agreement, please clarify.</li> </ol> <p>Please clarify whether such fees are to be collected from the user departments or the vehicles</p>	<ol style="list-style-type: none"> <li>1. Please refer clause 5.1, page no. 34 of concession agreement.</li> <li>2. Yes.</li> <li>3. Please refer clause 5.1, page no. 34 of concession agreement.</li> </ol> <p>Also Loading/Unloading charges have been decreased from Rs. 240 per tonne to Rs. 50 per tonne.</p>
123	<p>Schedule 1 of RFP , Page no. 129</p> <p>Detention Charges</p> <ol style="list-style-type: none"> <li>1. Please explain what is the incidence when such charges would be applicable</li> <li>2. We request the GoP to link the detention charges also to the tonnage of the goods</li> <li>3. We understand that such fees are subject to revision as per the clause 17.2 in the Concession Agreement</li> </ol> <p>Please clarify whether such fees are to be collected from the user departments or the vehicles</p>	<ol style="list-style-type: none"> <li>1. Please refer clause 5.1, page no. 34 of concession agreement.</li> <li>2. No Change</li> <li>3. Yes</li> </ol> <p>Please refer clause 5.1, page no. 34 of concession agreement.</p>
124	<p>Schedule 1 of RFP , Page no. 129</p> <p>Parking Charges</p> <p>As per the Schedule 10 of the Concession Agreement the concessionaire would be</p>	<p>There will be no parking charges.</p>

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	<p>required to provide with Parking Facilities for vehicles along with support facilities.</p> <p>Thus request GoP that the concessionaire should be allowed to charge the user of such facilities with parking charges, to recover its cost towards construction and operations &amp; maintenance of such facilities.</p>	
125	<p>We request GoP to provide us with the following information:-</p> <ol style="list-style-type: none"> <li>1. Is there any currently existing IT system? If yes, please specify the details of the technology being used, format of such system, its coverage, and the limitations of such system? This would help the concessionaire in understanding the integration requirements of the existing systems.</li> <li>2. We request GoP to share with us the existing details of the manual system along with the manuals / process documents which may explain us the current workflow of the application needed at each level.</li> <li>3. We request GoP to provide us with the following information:- <ul style="list-style-type: none"> <li>- The current location of the central database?</li> <li>- The current format for master database / central control room</li> </ul> <p>The current status of IT infrastructure at the checkposts and the central database, in terms of hardware, software and networking</p> </li> </ol>	Please refer Annexure E of RFP document.
126	<p>What would be the number of users (from each user departments) at central office / back office / check posts and every other location where the application will be used?</p>	Please refer Clause 4.2 of Concession agreement And Schedule 10 clause 4 of RFP
127	<p>Schedule 10 of RFP</p> <p>Training and Capacity Building Please let us know what would be training needs for the users? What is the frequency of training required?</p>	To be mutually decided by the concessionaire and User Departments.
128	<p>Clause no. 47.5, Page No 226, Schedule 10 of RFP</p>	As per provisions in the RFP

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	<p>Web Portal</p> <p>The clause mentions that the Solution needed on platform and vendor independent technology platform, and built on open standards to ensure interoperability .....</p> <p>Does this mean industry leaders in each area may still be used if they are likes of Microsoft / Oracle / IBM and stick to one technology stack from one industry leader vendor?</p>	
129	<p>Built up space requirements for each user department should be mentioned as per actual requirements.</p>	<p>Please refer schedule 10 , clause no. 11 of RFP document.</p> <p>Also with regards to administrative area , all the user departments agreed to the area requirement at checkposts mentioned in RFP document.</p>
130	<p>According to this clause PAWAN (Punjab state wide area network) is aimed at serving the requirement of all state departmental applications and shall enable access to central government applications through interconnectivity with NICNet. Bidder shall have to study all the applications, analyse their requirement in terms of network and security along with present infrastructure and formulate their integration with PAWAN. PAWAN services – PAWAN shall cater to the information communication requirements of the entire state government and its departments. In same context of above query do PAWAN is only single entity and single point of contact that shall define the requirement specifications of Integrated s/w application for all the departments like E&amp;T, Mandi , forest , and RTO? OR in other words – what is the role of PAWAN in this project?</p>	<p>Please refer Annexure ‘E’ of RFP Document.</p>

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**FORM 2: PRICE BID FORMAT**

**(On the Letter Head of the Bidder)**

**The Chief General Manager,  
Punjab Infrastructure Development Board  
S.C.O No.33-34-35, Sector 34-A, Chandigarh –160022  
India Tel: 0172-2665410; Fax : 0172-2665696**

**Sub: “Development & Modernization of Computerized Interstate Checkposts (CICPs)  
on DBOT Basis”**

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, we hereby provide our Price Bid .

- a) Total Grant: Rs----- (In Figures) ( Rs----- (In Words))
- b) Concession Fee as Annuity : Rs----- (In Figures) ( Rs----- (In Words))
- c) Total Landed Project Cost : Rs ----- (In Figures) ( Rs----- (In Words))

We confirm that we will submit the Project Development Fees and Performance Security as specified in the RFP document and Concession Agreement

Name of Bidder

Signature of the Authorised Person

Note:

1. *The Grant amount quoted must not exceed two places of decimals*
2. *The Bidder shall not quote combination of Grant and Concession Fee*
3. *The Bidder shall quote the Grant/ Concession Fee in absolute terms.*
4. *The Grant disbursement by PIDB acting for and on behalf of GOP shall be as per Article 15 of the Concession Agreement and subject to conditions therein*

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5. *The Concession Fee payable by the Concessionaire to PIDB shall be as per Article 16 of the Concession Agreement and subject to conditions therein*
6. *In case of variation in Grant/Concession Fee quoted between any value in numerals/figures and words, the amount in words shall prevail*
7. *Bidder shall strike out the option between the Grant/Concession Fee, which ever is not applicable while submitting the Price Bid .*