

Clarifications/ Replies to queries
Development of Integrated Computerized Interstate Check Posts on DBOT
(Pre Proposal Conferences held on 18th May, 2011)

S.N	Query	Clarification
1	Please clarify us about the land besides the 9 location, since we will have to construct the infrastructure on the right of way, Whether the necessary permissions have been take from the authorities like NHAI, Forest etc.	Please Refer Clause no 4.1 of Concession Agreement
2	What happens if any other alternate routes or bypass is being constructed by the authorities, Which will affect the traffic volume of vehicles at the existing check post? How will the government compensate the concessionaire?	Please Refer Clause no 19.2 of Concession Agreement
3	Will the operator be compensated (monetary wise) for the vehicles not approaching the check post due to laxity of the proposed department at the check post or any other circumstances which is beyond the purview of the B.O.T. operator?	Please Refer clause no 5.1.2 w of Concession Agreement
4	Clause No. 6.6 on Page No. 88 of RFP: According to this clause the E&T department has a separate agency know as Excise and Taxation Technical Services Agency (ETTSA) to look after the technical and other modernization related issues of the department. Please clarify are other similar agencies for RTO and Mandy Board that shall get requirement specification finalization or authorized body for communication to frizz the scope the integrated software application for transaction?	Please refer Clause no 4.5 & 4.6 of Schedule 10 of RFP document. There is no other agency similar to ETTSA for the other user departments. Concessionaire will have to discuss the same with each user department as per their requirement
5	Serial No 3 on Page No 119 of RFP: 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 study all the applications, analyze their requirement in terms of network and security along with present infrastructure and formulate their integration with PAWAN. PAWAN service- PAWAN Shall Cater to 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 specification of integrated s/w application for the entire department like E&T, Mandi Board, Forest and RTO? OR in other words what is the role of PAWAN in this project?	Please refer Clause no 4.5 & 4.6 of Schedule 10 of RFP document. E&T would continue using its own IT system/application, however, the integration with the same would have to be provided concessionaire The Annexure-E explains the various e-governance initiatives of government of Punjab. Government has developed/developing these infrastructures and bidder should take maximum benefits and also follow the applicable guidelines/modalities of these initiatives.
6	Clause No 1.1.1 of Schedule 1 on Page No 127 of RFP : Fees It has been mentioned that the concessionaire shall levy and collect user fee using the project facilities, Hence we presume that, the concessionaire shall levy and collect fee from the vehicles entering in to the Punjab State as well as the vehicles going to another states from Punjab. Kindly confirm. In short every commercial vehicle will pay processing fee on its entry & exit to Punjab State	User fee will be applicable on the vehicle entering and exiting the state as per Schedule 1 & other relevant clauses of Concession Agreement.

7	<p>Clause No 10.6.1 on Page No 64 of Concession Agreement:</p> <p>It has been mentioned that the 6 months from the compliance date shall be the scheduled construction completion date. After contemplating the scope of work and the various locations of the project sites, the period provided for construction seems to be very less. The scope of work includes Software development, Hardware procurement, Road Construction, Building Construction etc. which takes time to complete. Further, the scope of utility shifting and felling of trees is on account of concessionaire only, which also takes considerable time. Therefore, the construction period shall be at least 24 months. Kindly increase the construction period to 24 months instead of 6 months and hence the necessary amendment shall be done in concession period, accordingly.</p>	<p>No Change. Construction period will remain same as given in Clause no 10.6.1 of Concession Agreement</p>
8	<p>Clause 17.2 Page No 93 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 1st April of the year of revision hereunder. We would like to convey some of the following points to you according to which the clause shall be amended.</p> <ol style="list-style-type: none"> 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. 2 The office of the Economic Advisor 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. 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. 4 Annually revised rates shall be rounded off to the nearest 5 Rupees. The provision of such clause shall be made, considering the non availability of coins. It will also decrease the transaction time of each vehicle considerably to avoid long queue. 	<ol style="list-style-type: none"> 1 The Concessionaire will inform the GoP as per the clause 17.2.2 of the concession Agreement 2 No change. It is clear that the User Fees shall be revised and governed by the provision of this Agreement and as such the revision on the basis of WPI increase shall also be made in accordance with the this provision .The data upto February will be available and as such the average of WPI in the last 11 months can be quantified and used for making proposal for informing which will, of course, be considered for revision after taking into account, the data for March. The weekly WPI data are available with the Economic Advisor's Office which can also be used for preparing the proposal. There may be reasons for stopping the WPI weekly data at present but the same may also resume at any time & Please also refer the definition of "WPI" given in the concession agreement 3 No change 4 please refer Clause no 1.3 of Concession Agreement
9	<p>Land Acquisition: We presume the land required for construction of the check posts will be acquired by Goop and will be handed over without any encumbrances to concessionaire for development of the check post. However kindly clarify whether the land will be acquired on both sides of the road or only one side of the road. Kindly provide the status of the land acquisition.</p>	<p>Please refer clause no 16 of Section 3 Project information Memorandum of RFP document. At shambu checkpost, GoP will provide land on both sides of road. Remaining 8 Major check post: Goop will most likely provide land on one side of the road</p>

10	<p>Feasibility Report: We request you to kindly provide the feasibility report & vehicle data.</p>	<p>Please Refer clause no 9 of RFP document and available information is given in Section 3 Project Information Memorandum of RFP document and refer clause no 13.4 of Project Information Memorandum</p>
11	<p>Request for extension in Bid Due Date : We request you to kindly extend the date of submission of bid at least by 45 days after issuance of the clarifications to all above points and the points likely to be raised in the next meeting.</p>	<p>The Last Date of submission of Proposal has been extended to June 17, 2011.</p>
12	<p>As per revenue module, please clarify on the rates/fees to be charged towards parking, also clarify the charges of vehicle scanning charges and warehousing charges. Further whether any municipal taxes or any other taxes are applicable on all the entire above revenue module and also whether any taxes is applicable on advertising charges.</p>	<p>There is no parking and vehicle scanning charges Please refer definitions of "O&M Expenses" & "Taxes", Clause no 9.10, clause no 10.6.11, Clause no 12.1.1(o), clause no 20.3.1(a) and clause no 20.4.1(a) and other relevant clauses in Concession Agreement</p>
13	<p>We have to construct a central control room (location at Chandigarh/Mohali) for data collection center – Min 400 sq ft. no Maximum. The tender is silent on land allotment.</p>	<p>GoP will provide built-up space at suitable location. Concessionrae will undertake all the interior work refurbishment, support infrastructure and other infrastructure required to set up centre control room</p>
14	<p>For construction of checking windows at all the major check posts. No size is given so please specify the size and specification.</p>	<p>Please refer clause no 5.8 of schedule 10 of RFP document</p>
15	<p>In point no. 3.3.1 about the technical criteria, we seek clarification that can the on-going projects be considered for the purpose of qualification? Also whether the construction of power plant as a developer can be considered for the same.</p>	<p>Only Completed project will be considered. In case of PPP projects, the projects which have achieved the commercial operation date will be considered as completed project. For Infrastructure projects under EPC or civil contracts, eligible work shall also include substantially completed work i.e. substantially completed works means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily. For these, a certificate from the employer shall be submitted along with the application incorporating clearly the name of the work. Contract value, billing amount, date of commencement of work, satisfactory performance of the contractor and any other relevant information. The projects will also include the core sector projects as per the planning commission guidelines. Core sector project would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial parks/estates, logistic parks, piplines, irrigation, water supply sewerage and real estate development. Real estate development shall not include residential flats unless they form part of real estate complex or township which has been built by the Applicant.</p>

16	In the same point no.3.3.1 it is mentioned that the technical experience only of construction will be considered. We seek clarification that can the experience of supplying and commissioning of construction equipment be considered?	The experience of supplying and commissioning of construction equipment will not be considered.
17	In the same point 3.3.1. it is mentioned that “if the bidder is a single entity not having technical experience, the bidder shall undertake that, in the event of it being selected as selected bidder, the concessionaire shall enter in to an agreement for system integration for a period up to commercial operation date and five (5) years thereafter, with the reputed entities having required experience in provision of same service in the same industry” whether an undertaking that the selected bidder in case of not having the construction experience undertakes to appoint a construction company with the requisite experience with the approval of PIDB is ok? Also the same point is mentioned in point no 3.3.3 for entity having net worth more than rupees five hundred Crores. Please clarify that whether this is applicable for both the categories i.e. entities having net worth less than or more than 500 Crores.	It is applicable If the Bidder is a single entity having net worth more than Rs five hundred (500) crore, the bidder shall be exempted from demonstrating the Technical. However, in absence of technical experience, such bidder shall undertake that, in event of it being shortlisted as the selected bidder, the concessionaire shall enter into agreements for system integration, operation and management for a period upto commercial operation date and for five years thereafter, with the reputed entities having required experience in provision of same services in the same industry.
18	In point no 3.3.2 of financial capacity it is mentioned that net worth at the close of preceding financial year. We seek clarification that the accounts are unaudited for the financial years 2010-11, can the worth at the close of financial year 2009-10 be considered?	<p>In terms of Financial capacity including Networth and Turnover as described in Clause 3.3.2 of RFP document, the bidder is required to submit the audited financial statements including balance sheet and profit & loss accounts and other documents as per RFP for preceding financial year for Net worth i.e. 2010-11 and for last three preceding financial years 2008-09,2009-10 & 2010-11 for annual turnover .Since the FY 2010-11 closed on 31st March 2011 and on the last date of submission of bids, it would be 2.5 months since the closing of the year, therefore it is expected that the bidders would be able to submit audited balance sheet etc for 10-11.</p> <p>In case the annual accounts for the preceding financial year 2010-11 are unaudited then the bidder may submit the unaudited financial statements duly signed by authorized persons certified by chartered accountant along with the CA certificate certifying the annual turnover and Net worth (with complete break up) for the financial year 2010-11. In the event such bidder who submits the unaudited financial statement for 10-11 is declared as selected bidder, such selected bidder would be required to be submit the audited accounts/financial statement before the signing of the concession agreement. At any stage if it is found that based on the audited accounts for 2010-11 , the selected bidder did not qualify the financial criteria, then such bidder would be liable for disqualification, penalties etc as per the provisions of RFP document.</p>

19	<p>As regards the point no 6 “conflict of interest” we would like to mention that as per the guideline of the planning commission for the model concession agreement for PPP model, the conflict of interest clause is stated as:-</p> <ul style="list-style-type: none"> • “An application shall be deemed to have a conflict of interest affecting the bidding process, if(i) the applicant, its member or associate (or any constituent thereof) and any other applicant, its member or associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provide that this disqualification shall not apply in case where the director indirect share holding of any applicant, its member or associate (or any share holder thereof having a share holding 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 other applicant, its member or associate, as the case may be, is not more than twenty five percent of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank insurance company, pension fund or a public financial institution referred to in section 4A of the company Act 1956. • In view of the above we would request you to kindly amend the clause as above by putting the condition of 25% instead of 5%. The clause is now accepted and included by NHAI in their OMT contracts also. 	No Change
20	Vehicle Scanning Charges	No Vehicle Scanning Charges Applicable. All suspected Vehicles as observed by the user department will be scanned
	Existing Clause	Amended Clause
21	CL No. 57.4 Technical specification for database/ Application: Each core should have minimum 8GB DDR2 RAM	Each core should have minimum 8 GB DDR3 RAM
22	CL No. 61.1.1 Technical Specification for SAN Storage system should be configured using 4 Gaps 146 GB FC disks of 15k rpm	Storage system should be configured using 4 Gbps 146 GB or Higher FC Disks of 15K rpm
23	CL No. 61.2.2 Technical Specification for SAN : Must be able to support intermix disk capacity 73 GB, 146GB, 300GB FC & SATA Disks.	Must be able to support intermix disk capacity 73 GB, 146GB, 300GB FC & SATA Disks & Solid State Drives

Note: The bidders should refer the RFP and Concession agreement for the other queries raised by them