
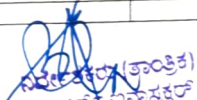


## BENGALURU SMART INFRASTRUCTURE LIMITED


Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (if any)
Adani	1	Schedules R	Schedule R is not available in tender documents. Length of Entry and Exit between all Ramp (Toll Plaza) location is not available.	Kindly share Schedule R along with the lengths from Entry Exit between each ramps (Toll Plaza locations) to check tollable lengths and estimate revenue for Package 1 and	Please refer to Appendix for updated Schedule R.
Adani	2	RFP Clause 1.1.4		Revision in Project Cost: After a detailed analysis of the cost estimates based on the indicated scope and site conditions, it is observed that the cost of civil work is close to the Authority's current estimated project cost in the RFP. Therefore, we request the Authority to increase the estimated project cost by at least Rs. 1,500-2,000 Crores in both the RFP/Bid documents	Tender conditions prevail.
Adani	3	RFP clause 1.2.6 and DCA clause 25.5.1.		Construction Support to be Paid with GST: As of now, the Construction Support amount is indicated as 40% of the Authority's estimated project cost, which is exclusive of GST. However, being a BOOT project, the concessionaire would be required to incur GST on its project cost. Therefore, we request that payments for Construction Support be made with applicable GST so that the viability of the project is improved. Kindly issue the addendum/corrigendum for revision of the cost for both the projects.	Tender conditions prevail.
Adani	4	Schedule 3-A, clause 8		Commercial development on shaft locations: we suggest/recommend to the Authority to allow development of commercial building above the 5B+G structure proposed at each of the shaft locations. As envisaged in earlier draft of bid documents, 5B + G +13 story structure (industrial/commercial) may be allowed. Kindly issue the addendum/corrigendum for revision of the cost for both the projects.	Tender conditions prevail.
Adani	5	DCA clause 2.1 (g)		Right of First Refusal (RoFR) for East-West Tunnel: In order to distribute the cost of TBMs, it is suggested to include RoFR for the proposed East-West Tunnel for the successful bidder in the North-South tunnel corridor. This will provide clear visibility to the successful bidder, who then can apportion the TBM cost over both projects, rather than loading in the single project.	Tender conditions prevail.
Adani	6	DCA clause 10.3.7		Land for Casting and Stacking Yard: It is requested that government land be allotted on a no-cost lease basis for establishing a casting and stacking yard, which will help reduce the overall project cost and improve the viability of the project(s). Kindly issue the addendum/corrigendum accordingly for both projects.	Tender conditions prevail.
Adani	7	Waiver of state portion of GST (SGST)		Waiver of State Portion of GST (SGST): As seen from precedents in other states, the Karnataka State Government may also consider waving the SGST portion (i.e., 9% GST) for the project construction activities. NHAI has adopted a similar approach in large-scale toll-based projects such as the Agra-Gwalior and Guwahati Ring Road projects.	Tender conditions prevail.
Ashoka Buildcon Limited	1	General	Land for Casting yard.	<u>Land for Casting and Stacking Yard:</u> For the efficient and smooth execution, bidder requests Authority, for the allotment of government land at no lease cost for casting and stacking yard, aiding in the cost reduction.	Tender conditions prevail.

  
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Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (if any)
Ashoka Buildcon Limited	2	General	Geological Condition	Bidder observed that significant variability in classification of rock and soil along the project during site visit, majorly due to underground metro developments in the vicinity. Further, latent physical conditions such as unexpected hard rock formations, underground water or gas pockets, contaminated or hazardous soil, unstable collapsible strata, hidden archaeological remains, and karst topography or subsurface cavities are inherently very difficult to assess during the bidding stage. The above possesses substantial risks, leading to significant cost implications and potential delays in project delivery. Given the unpredictable subsurface conditions, Bidder proposes for adding a clause for Unforeseen Geological Conditions to safeguard against delays and cost overruns. Proposed clause which is requested to be included in the tender documents is provided as Annex-I.( Unforeseen Geological Conditions).	Tender conditions prevail.
Ashoka Buildcon Limited	3	General	RoFR for apportioning cost of TBM	<u>Right of First Refusal (RoFR) for East-West Tunnel:</u> Bidder requested Authority for including RoFR for the East-West Tunnel for the successful/ selected bidder of the North-South corridor, allowing TBM cost distribution and better financial planning.	Tender conditions prevail.
Dilip Buildcon	1			Kindly Extend the Bid Due by at least Three Weeks, from the upcoming Pre- Bid Reply given by your good office.	Bid due date extended up to 29.10.2025
Dilip Buildcon	2	DCA	The Concession Period will be reassessed regularly to monitor toll collections and determine necessary adjustments: (a) The Concession Period shall be reviewed annually at the end of each year ..... The Concession Period, after the COD, may be extended by a maximum of 10 years beyond the estimated 34 years. If, even after this extension of 10 years, the discounted toll revenues remain below the bid TCV, no further extensions shall be allowed."	We understand the concession period may extend up to 44 years if Bid TCV is not achieved in the initial concession period of 34 Years. In case the Bid TCV still remains unmet after this extension, we request the Authority to consider compensating the Concessionaire for the shortfall to ensure financial sustainability.	Tender conditions prevail.
Dilip Buildcon	3	DCA	Parking and retail spaces in the intermodal hubs: Concessionaire may utilize spaces in the intermodal hubs (ensuring layouts in line with DPR) to create parking spaces and retail spaces for additional revenues. The parking fees and minimum area to be devoted to parking shall be as per the guidelines defined by the Authority. With respect to the retail spaces, a maximum FSI of 5 is permitted for development for the Intermodal Hubs above the surface (being Transit Oriented Development), which might change basis the existing rules and laws of the State Government.	We request Authority for the permission to develop 5B + G + minimum 15 floors at each shaft location. Additionally, we seek allocation of land at few other suitable locations for commercial development to enhance the project viability.	Tender conditions prevail.
Dilip Buildcon	4	Estimated Project Cost	Revision in Estimated Project Cost	Our analysis indicates that the Authority's estimated cost is significantly understated. We request the Authority for a minimum 25%-30% upward revision to better reflect actual project requirements.	Tender conditions prevail.
Dilip Buildcon	5	General	RoFR for apportioning cost of TBMs	Right of First Refusal (RoFR) for East-West Tunnel: To optimize TBM costs, we propose the Authority for granting RoFR for the East- West Tunnel to the successful bidder of the North-South corridor, enabling cost sharing across both projects.	Tender conditions prevail.

  
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Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (If any)
IRB	1	Main Report		Kindly Share the Detailed Traffic Report. 1.Traffic Count 2.Origin-Destinations Analysis 3.Any other traffic related Assessment or studies conducted by Authority	Concessionaire shall conduct their own assessment and Bid Accordingly.
IRB	2	Addendum-1 New Clause added: Clause 2.2.1 (g) / And 3.2.1 (g) of RFP	1.New Clause added: Clause 2.2.1 (g) "The Bidder should not have any history of collapse of superstructure/substructure of any span of a bridge/ flyover tunnel/ viaduct/ metro line work during construction/ service in the last 5 years, ending last day of month previous to the one in which tender is invited. For the sake of clarity, it is stated that the history of collapse must not include any entity related to the Bidder including its group company, special purpose vehicle, subsidiary, affiliate, sister concern, and/or similar entity (ies) being member of any Joint venture and/or any consortium who were involved in such project. For the sake of clarity, in the case of any cracks due to settlement if noticed on any surrounding structures which were repairable and if any evacuation / demolition of the buildings/ structures were done as precautionary safety measures then those will not be restrictive for the Bidder under this Safety Clause. An undertaking in this regard shall be submitted along with the bid by the bidder." 2.Amendment to Existing clause 3.2.1 (g) of RFP, Page 31 Tests of responsiveness ..... (g) (Technical Bid does not contain any condition or qualification and is accompanied with undertaking as specified in Clause 2.2.1 (g);) .....	With reference to the newly inserted Clause 2.2.1(g) of the Request for Proposal (RFP), as introduced through Addendum-1, we understand that the intent of the Authority is to assess the Bidder's technical capability to construct safe structure and to ascertain its reliability, particularly in relation to the past performance of bridge/flyover/tunnel/viaduct/metro line works structures constructed and subsequently maintained by the Bidder or its related entities. Accordingly, our understanding is that the scope of newly inserted Clause 2.2.1(g) is limited only to structures that have been both constructed and subsequently under service and maintained by the Bidder or its related entities. Specifically, it does not relate to any structure not constructed by the Bidder or its related party even if collapsed during service, operation and maintenance, will neither be considered as a disqualification nor the Technical Bid of such Bidder (and related entities) be treated as non-responsive under Clause 2.2.1 (g) read with Clause 3.2.1 (g) of RFP. We further wish to highlight that this interpretation is consistent with the approach adopted by the National Highways Authority of India (NHAI) in their tendering processes, where no clause similar to 2.2.1(g) exists, and where such assessments are strictly limited to structures constructed by the bidder and its affiliates. We would appreciate your confirmation on the above understanding.	The scope of Clause 2.2.1(g) is limited only to structures that have been both constructed and subsequently under service and maintained by the Bidder or its related entities. Specifically, it does not relate to any structure not constructed by the Bidder or its related entities. Structure not constructed by bidder or its related party even if collapsed during service, operation and maintenance, will neither be considered as a disqualification nor the Technical Bid of such Bidder (and related entities) be treated as non-responsive under Clause 2.2.1 (g) read with Clause 3.2.1 (g) of RFP.
IRB	3	Article 27 and Article 48	27.5 Discounted Fee for frequent Users 27.5.2 (Deleted) 27.1 Collection and appropriation of Fee 27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users subject to and in accordance with this Agreement and the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 and in supersession of the Karnataka Private Investment Project (Road toll or user fee determination of rates and collection) notification 2009.... 48.1 "Fee Rules" mean the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013	We wish to draw your attention to a critical issue concerning the monthly pass provisions for the Package I & II, which has direct implications on the financial viability and revenue model of the Projects. As per the Draft Concession Agreement (DCA), Clause 27.5.2, which typically provides monthly passes for frequent users, has been explicitly deleted. This deletion suggests that the Concessionaire is not contractually obligated to offer monthly passes for the Projects (package I & II). However, the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 continues to prescribe monthly pass options for users which are applicable as per Clause 27.1.1 and 48.1 of the DCA. This creates a regulatory inconsistency between the contractual framework and the prevailing toll policy and raises the ambiguity regarding Concessionaire's obligations. If monthly passes are to be offered/ made applicable, the resulting revenue loss could significantly affect project viability. In view of this, it is requested to issue formal clarification whether the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 provisions with regard to monthly passes are to be mandatorily implemented by the Concessionaire despite the deletion in the DCA, to ensure contractual compliance and financial sustainability of the project.	As per the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013, the concessionaire must upon request provide a pass for multiple journeys to cross a toll plaza within the specified period - return pass as well as monthly pass.

  
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Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (if any)
IRB	4	Schedule R		<p>Schedule R of the DCA for both packages of the project does not specify the tollable length under the table provided. This omission creates ambiguity in determining the applicable tolling length particularly in relation to the tunnel section, and the associated ramp lengths on either side.</p> <p>Given that tolling rights and revenue projections are directly linked to the defined tollable length, we request the Authority to kindly:</p> <ol style="list-style-type: none"> <li>1. Clarify the applicable tolling length of the tunnel, including the ramp sections.</li> <li>2. Modify Schedule R to incorporate these details explicitly, ensuring uniformity and transparency in evaluation of the bids.</li> </ol>	Please refer to Appendix for updated Schedule R.
IRB	5		3.1.2 (h) From the tunnel: Tolls from buses: The Concessionaire <u>may collect tolls</u> from buses in addition to tolls from passenger vehicles, in accordance with the toll rates as per Article 27.	<p>This wording "may collect" suggests that tolling from buses is permitted as per Article 27 but not explicitly mandated under the DCA</p> <p>It provides the Concessionaire with the right to collect tolls from buses, but does not impose a contractual obligation to do so.</p> <p>To ensure uniform understanding among all bidders, to ascertain the financial viability and traffic assumptions of the Project for both the packages, it is requested to kindly confirm</p> <ol style="list-style-type: none"> <li>i. whether buses are allowed to use tunnel?</li> <li>ii. if yes, whether tolling from buses using the tunnel is mandatorily applicable under the Concession Agreement?</li> </ol>	All buses shall be allowed in the tunnel. Buses shall be tolled as per the conditions of the tender document.
IRB	6		Beneficiary Bank Details.	<p>The Banker has sought Beneficiary's bank details (as tabulated below) for issuance of Bank Guarantee (BG) towards Bid Security since the BG is transmitted through Structured Financial Messaging System (SFMS).</p> <p>Name of Beneficiary :</p> <p>Name of Bank:</p> <p>Account No:</p> <p>IFSC Code:</p> <p>In view of the above, kindly requested to provide the aforesaid details to enable our Bank to issue Bid Security as required under RFP for both the packages.</p>	<p>Name of the Organisation: Bengaluru Smart Infrastructure Limited</p> <p>Bank: HDFC</p> <p>A/c No.: 9999990054197</p> <p>IFSC: HDFC0000523</p>
NCC	1	DCA Article 3	The Concession Period will be reassessed regularly to monitor toll collections and determine necessary adjustments: (a) The Concession Period shall be reviewed annually at the end of each year ..... The Concession Period, after the COD, may be extended by a maximum of 10 years beyond the estimated 34 years. If, even after this extension of 10 years, the discounted toll revenues remain below the bid TC, no further extensions shall be allowed."	If the Bid TCV is not achieved within the maximum allowed concession period of 44 years, we kindly propose that the Authority compensates the Concessionaire for the remaining amount to ensure the project remains viable.	Tender conditions prevail.
NCC	2	DCA 3.1.2 , Schedule 3-A	Parking and retail spaces in the intermodal hubs: Concessionaire may utilize spaces in the intermodal hubs (ensuring layouts in line with DPR) to create parking spaces and retail spaces for additional revenues. The parking fees and minimum area to be devoted to parking shall be as per the guidelines defined by the Authority. With respect to the retail spaces, a maximum FSI of 5 is permitted for development for the Intermodal Hubs above the surface (being Transit Oriented Development), which might change basis the existing rules and laws of the State Government.	To improve financial feasibility, we suggest allowing 5B + G + 15 floors construction at shaft sites and request the Authority to allocate extra land for commercial development opportunities.	Tender conditions prevail.




Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (if any)
NCC	3	DCA 25.5	An amount equal to 40% of the Estimated Project Cost [Rs. 3508 Crores (Rupees Three Thousand Five Hundred Eight Crores)] shall be due and payable to the Concessionaire in 10 (ten) equal instalments during the Construction Period in accordance with the provisions of Clause 25.5.2 (the "Construction Support").	We propose that the Authority to consider GST applicability on the Concessionaire's cost and accordingly make Construction Support payments inclusive of GST.	Tender conditions prevail.
NCC	4	Estimated Project Cost	Revision in Cost Estimate	Considering site conditions and safety needs, we believe the Authority's cost estimate is underestimated. We recommend the Authority for a minimum 25% revision to ensure realistic budgeting.	Tender conditions prevail.
Vishwa Samudra	1	EPC Cost of Project Introduction Table RFP Page No. 7 / 72	Estimated Cost Excluding GST. The Estimated Cost Excluding GST. of Rs 8770 Cr. (Rupees Eight Thousand Seven Hundred and Seventy Cror Only)	The Subject project alignment passes at 40 m below the Existing Densely Populated Buildings in the City. The proposed Main tunnel of 15 m Excavated Dia is planned with TBM, with Cross Passages, Ramps and Approaches to be done using NATM under the Ground water table. The Tunnel Segment is also provided with dedicated Ventilation shaft. The Combination of TBM and NATM work is more challenging due to ground water and linking the TBM Face with NATM Face. Also as per the given Geotech report/bore log, at a depth of 40 meters, the excavation shall encounter fresh brownish-pink strong Hard rock, primarily extremely hard granite and quartz, which will lead to considerably higher consumption of Cutter/Cutter Head, increased wear and tear of machinery, and consequently increase the operational costs. Considering the above Complexities, the Bidder understood that the given Estimated cost is only the Civil Cost Construction of the Tunnel, and exclusive of the Financing, IDC and other incidental charges. Therefore, the Total Project Cost including GST & other taxes/Cess is likely to go more than 40% above the given EPC. Please Confirm	Tender conditions prevail.
Vishwa Samudra	2	Article 3 Grant of Concession Cl. 3.1.1 (A)	3.1.1 (A) The Concession Period will be reassessed necessary adjustments: (a) The Concession Period shall be reviewed annually at the end of each year (b) If the discounted value of realized toll revenues falls below the bid Total Concession Value (TCV), shift to monthly. As soon as the bid TCV is met, the Concession Period shall be terminated immediately. (c) For discounting SBI 3-year MCLR rate + 2.5% (d) The Concession Period, may be extended by a maximum of 10 years beyond the estimated 34 years. <i>If even after this extended 10 years</i>	From the cl. 3.1.1 (A) d., the bidder understood that the Authority is also not very sure of meeting the anticipated traffic considered in the DPR. Therefore, Provision for Extension of 10 Years has been Catered. Hence, the bidder understood that:- i) The TCV will be calculated for a concession period of 40 Years, and ii) In Case of the Toll Revenue falls short to Realize the full TCV during the extended Concession period, then the Concessionaire shall be Compensated for balance unrealized TCV by the Authority, in a single instalment within 30 days from the end date of Concession period. Please Confirm & Clarify	Tender conditions prevail.

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Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (If any)
Vishwa Samudra	3	Article 3 Grant of Concession DCA Page No. 21	3.1.2 (h) Construct, maintain, operate and collect appropriate Fee from users for the Ancillary revenue streams. Developers are expected to monetize spaces within Intermodal Hubs and tunnels as follows: From the Tunnel •Tolls from buses •Advertisement and branding rights From the Intermodal Hubs: •Parking and retail spaces in the intermodal hubs:	As per the Preliminary discussions held with the Authority and as stated in the Tender Document, the Concessionaire shall be allowed to collect ancillary revenue from the Inter Modal buildings, Parking, advertisement retail spaces etc. Hence, the bidder understood that - 1.The Concessionaire shall be allowed to construct more floors in the Inter Modal Buildings and new facilities/structures along the Approach/Ramp, and other locations in the ROW for appropriating ancillary fees with approval from authority. 2.The authority shall have no share in the Ancillary revenue generated by the Concessionaire and also such revenue shall not be accounted for recovering TCV during the Concession Period. Kindly Confirm	Tender conditions prevail.
Vishwa Samudra	4	25.5 Construction Support DCA Page 67.	25.5 Construction Support 25.5.1 An amount equal to 40% of the Estimated Project Cost [Rs 3508 Crores (Rupees Three Thousand Five Hundred Eight Crores)] shall be due and payable to the Concessionaire in 10 (ten) equal instalments during the Construction Period in accordance with the provisions of Clause 25.5.2 (the "Construction Support").	As per the Tender document, 40% of EPC (Excl GST) is being paid to the Concessionaire in 10 Instalments as construction support. However, keeping in view the equipment intensive work and highly Skilled Operators, the concessionaire will have to invest a large amount to kick start the Project. Hence, the authority is requested to kindly increase the Construction Support to 50% of EPC Cost and the First instalment of 1 0% be paid on appointed date, and balance 40% as per the given schedule. The authority shall also pay applicable GST on the Construction Support Amount since the Bid Costing (TPC/TCV) is done with GST. Please Consider	Tender conditions prevail.
Vishwa Samudra	5	Amendment (Corrigendum-2) Point No. 15, SI. No. 19	15. Dumping Sites Undertake extraction, transport & disposal of muck, soil, earth. However, the material obtained from tunnel Excavation, if suitable, It may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes.	The Approaches and the Ramps available for extraction of the Muck from the Tunnel fall within the City Limit, and conveyance of the same to the Disposal area outside the city, will attract additional transportation costs as well as congestion to the traffic flow. Moreover, the Concessionaire shall require land near the Face/ Portal of the Tunnel to establish Segment Casting Yard. Hence, the authority is requested to allocate Dumping Ground and Land for Setting up for Plant and Precast Yard in the near vicinity, by providing the Location and extent of the Land. Also, the reusable muck obtained from Project RoW, shall not attract any Royalty / Taxes being a prestigious state government project.	Tender conditions prevail.
Vishwa Samudra	6	General/ New Clause	Mobilization Advance	As already brought out above, the lead time for the 15 m diameter TBM Machines is up to 18 Months from the date of Firm Order. To complete the Project within the specified time Schedule, the Concessionaire is required to place order for TBMs on receipt of LOA / Signing of CA. As per the market study the cost of the Specially Customized TBM is extremely high. Hence, a special provision for interest free advance payment of 20% of EPC be made to the Concessionaire on signing the CA for Procurement of TBMs. The advance amount may be recovered in Eight equal Instalments. This will also reduce the calculated Total Project Cost to the Bidder. Please Consider	Tender conditions prevail.

  
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Concessionaire	Sr. No.	Document	Present Provision in Clause ( If Any)	Query	Response/ Amendment (If any)
Vishwa Samudra	7	General/New Clause	Salvage Value/ Re-Use of the Large Dia TBM	<p>The Cost of the main Tunnel by TBM will cost more than 60% of the Total Project Cost. As per our discussions with the TBM Manufacturers, such large diameter TBM are to be specially manufactured by the OEMs with firm order that to 18 Months of Lead time. As per the Amendment the Authority have desired Four Nos of TBMs per Package to complete the project within the Time Schedule. Thus, each TBM will have to bore through approximately Four Kms in each Pkg. As per the Manufacturer's data, the TBMs will be left with sufficient life to work before converting to Scrap. However, availability of such High Diameter similar Tunnel projects for deployment of TBMs is very unlikely. Hence the Authority is requested to kindly guarantee the bidder for reuse of TBMs in next Upcoming projects, so that the Bidder shall consider only 50% of the TBM Costs in this Package to reduce the Total Project Cost and make it viable.</p> <p>Recently, in other states the Project has been stalled even after procurement of TBM by the Contractor. Therefore, the authority is requested to give Guarantee that, in case of cancellation / suspension of the Project due to reasons not attributable to the Concessionaire, all expenses including interest, incurred including expenses on procurement of TBM shall be reimbursed to the Concessionaire.</p> <p>Kindly Consider and Confirm</p>	Tender conditions prevail.
Vishwa Samudra	8	General/New Clause	Unforeseen Geological Conditions	<p>During the Site visit, the bidder is unable to find suitable vacant land to Carry out the Soil investigation to confirm the rheology of Strata for design of TBM and plan the equipment for NATM Procedure. Under such circumstances, the bidder has to rely on the Geotech report given by the Authority. As per the Geotech Report provided with the tender Document, only 18 Bore Holes have been taken on both the Packages presumably due to lack of available space on the RoVV. These 18 Bore holes are grossly inadequate for the Geological evaluation of Strata along the proposed Centerline of the Tunnel. As experienced in the executed Metro TBM Tunnels near in the Project location, wide variation in the Rock Type, and Murom was noticed posing huge delay in operation and additional cost to the Contractor with respect to Change of Cutter Head, Mucking method and type of TBM.</p> <p>Since adequate Geological and Geo Physical studies could not be done in the subject project during bidding with limited information, the high probability and risk of Change of Geological condition of the strata is envisaged</p>	Tender conditions prevail.

  
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