

Sl.No	Query	Response
1	IOCL being a CPSE is eligible for waiver of EMD/BSD as per General Financial Rules (GFR). Request to grant the same	As it has already been clearly stated on the e-Tender site that payment is compulsory, KMB is unable to consider the request positively at this stage. Tender documents can only be submitted after payment of the EMD. However, if there is a re-tender, the request may be considered positively at that time
2	There is a demand for Rs 25,000 as license fee with an escalation of 5% annually. Can this be removed altogether or be limited to 5% every 3 years?	KMB follows a uniform procedure regarding Fixed License Fees across all PPP projects. Therefore, we regret to inform you that the request cannot be considered positively.
3	<p>We understand that the sought minimum revenue share of Rs 5 lacs per month is on the higher side as per prevailing market rates, as all the capital/ revenue expenditure will be borne by the bidder.</p> <p>As per prevailing market rates, we suggest that any sustainable business will be able to expend Rs 1. 5 to 2 lacs per month, hence competent authority is requested to amend the annual targeted revenue suitably.</p>	The plot is situated in the prime beach area of Calicut, and considering the site's commercial potential, the minimum revenue share mentioned in the RFP is reasonable.
4	<p>Methodology for Revenue Calculation :</p> <p>a) What will be methodology for calculation of Revenue Share?</p> <p>b) Considering the nature of IOCL fueling business, revenue will be significantly high. As per practice in industry (like NHAI etc) for setting up fueling stations , it is mainly based on dealer commission ,i.e. % share on dealer commission.</p> <p>c) We suggest it be revised to either on monthly rental basis or on % revenue share on dealer commission margin as per practice in industry.</p> <p>d) In view of the above , it is suggested that the price bid be amended accordingly.</p>	<p>The revenue share calculation is detailed in Clause 2.11 of the RFP. For clarity, we would like to reaffirm the structure as follows:</p> <ul style="list-style-type: none"> • Definition of Project Revenue: Project Revenue refers to all gross revenues (excluding applicable taxes) earned or collected by the Concessionaire from the project. • Revenue Share Obligation: The Concessionaire shall pay to the Authority: <ul style="list-style-type: none"> ○ A minimum guaranteed annual revenue share of ₹60 lakhs, payable in advance on a monthly basis before the 7th day of each month, or ○ A percentage of actual gross revenue attributable to the project, whichever is higher. It is therefore clear that the project proponent is required to pay only a revenue share, based on the percentage quoted by them, subject to a minimum of ₹5 lakhs.

		<ul style="list-style-type: none"> • Quarterly Reconciliation: In the event that the actual revenue share (based on the quoted percentage) exceeds the minimum guaranteed amount, the differential shall be paid to the Authority on a quarterly basis, with reconciliation completed before the 7th day of the succeeding month. <p>This framework has been designed to ensure transparency, financial sustainability, and equitable sharing of project benefits.</p>
5	<p>Vide letter with ref: IOCL/KDO/Port Office/01 dated 12.06.2025, IOCL has submitted a proposal to the Port Officer, Kozhikode for setting up of a Retail Outlet in the proposed land.</p> <p>We suggest that the plot be offered to us on a nomination basis, IOCL is willing to pay market rental for the same.</p>	We appreciate IOCL's interest in the site and acknowledge the willingness to pay market rental. However, as per prevailing practice and in the interest of transparency and fairness, allotment of land for commercial purposes must be carried out through a competitive tendering process, particularly due to the fact that there is a huge demand for the site from private parties.
6	Can IOCL set up a Retail Outlet along with its Administrative Office in the proposed plot?	Yes
7	IOCL requests an extension in bid submission date for another 60 days as approval needs to be obtained from the competent authority for participating in the tender upon receipt of response of pre-bid queries.	Will be considered for maximum extension of 30 days and can be decided in the pre bid meeting.
8	Who will be responsible for obtaining CRZ and other statutory clearances-the concessionaire or the Authority? If concessionaire, will Authority facilitate the approvals?	The concessionaire shall be responsible for obtaining all necessary statutory approvals and clearances, including CRZ clearance, as part of their obligations under the agreement. The Authority will extend reasonable support and facilitation to assist the concessionaire in securing these approvals from the relevant government agencies.
9	Since the site currently has a children's park (Fun City), kindly confirm if demolition costs and disposal of debris are to be borne by the concessionaire or reimbursed by Authority.	KMB will take action for removal of the existing holding and structures at its cost before the handing over of the site.
10	What is the land use/zoning status of the site? Will the Authority provide necessary NOC for commercial use and construction?	The site falls under the Public/Semi-Public zoning category, which permits the development options outlined in Clause 1.2.3 of the RFP. Accordingly, the proposed commercial use and construction are permissible within this zoning framework.
11	Request clarity on termination clauses, especially regarding compensation in case of	Please refer Article 17 of the Concession Agreement for clarity. A short gist of the clause

	Authority default or force majeure events.	<p>is given below.</p> <p>If the agreement is ended because of a Force Majeure event (like natural disasters or political unrest), the compensation depends on the type of event:</p> <ul style="list-style-type: none"> • For non-political events, the Concessionaire gets 90% of the outstanding debt, minus any dues and insurance payouts. • For other events, they receive: <ul style="list-style-type: none"> ○ Debt minus insurance (with 80% of unpaid claims added) ○ 110% of their adjusted equity (refer definition of adjusted equity, page number: 7), ○ Additional compensation, adjusted for insurance. • For political events, the compensation is the same as if the Authority had defaulted. <p>If the agreement terminated because of an Authority default, the Concessionaire is entitled to:</p> <ul style="list-style-type: none"> - Debt minus insurance, - 150% of their adjusted equity, - 115% of additional compensation. <p>Please note: If the Concessionaire has not insured the total project, no termination payment will be made.</p>
12	Can IOCL request a physical pre-bid meeting in Kozhikode (instead of only Trivandrum) for better participation of local stakeholders?	The pre-bid meeting is scheduled to be held in Kozhikode on 18th September 2025, in the forenoon, at the Government Guest House, Kozhikode.