

**പതിനാലാം കേരള നിയമ സഭ
പതിനാറാം സമ്മേളനം**

നക്ഷത്ര ചിഹ്നമിട്ട ചോദ്യം നം. 396

14.11.2019- ൽ മറുപടിക്ക്

ദേശീയപാത വികസനത്തിനായി ധാരണാപത്രം

<u>ചോദ്യം</u>	<u>ഉത്തരം</u>
<p>ശ്രീ.വി.എസ്.ശിവകുമാർ ,, എൽദോസ് പി. കുനപ്പിള്ളിൽ ,, പി.ടി. തോമസ് ,, ടി.ജെ. വിനോദ്:</p>	<p align="center">ശ്രീ. ജി. സുധാകരൻ (പൊതുമരാമത്തും രജിസ്ട്രേഷനും വകുപ്പു മന്ത്രി)</p>
<p>(എ) ദേശീയപാത വികസനത്തിനായി സംസ്ഥാന സർക്കാർ & ദേശീയപാത വികസന (ബി) അതോറിറ്റിയുമായി എന്തെങ്കിലും ധാരണാപത്രം ഒപ്പിട്ടിട്ടുണ്ടോ; വിശദമാക്കുമോ;</p>	<p>(എ) ഉണ്ട്. കേന്ദ്ര ഉപരിതലഗതാഗത വകുപ്പും സംസ്ഥാന പൊതുമരാമത്ത് വകുപ്പും തമ്മിൽ 03.10.2019 ന് ധാരണാപത്രം ഒപ്പുവെച്ചിട്ടുണ്ട്. ധാരണാ പത്രത്തിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു</p>
<p>(ബി) എങ്കിൽ എന്തൊക്കെ കാര്യങ്ങൾ സംസ്ഥാന സർക്കാരിന്റെ ഭാഗത്ത് നിന്നും നടപ്പിലാക്കുമെന്നാണ് ധാരണാപത്രത്തിൽ ഉറപ്പ് നൽകിയിട്ടുള്ളത്;</p>	<p>(ബി) കാസർഗോഡ് മുതൽ തിരുവനന്തപുരം വരെയുള്ള ദേശീയപാതയുടെ വികസനവുമായി ബന്ധപ്പെട്ട സ്ഥലമെടുപ്പ് NHAI യുടെ ആവശ്യമനുസരിച്ചു സംസ്ഥാന സർക്കാരിന്റെ നേതൃത്വത്തിൽ പുരോഗമിച്ച് വരുന്നു. സ്ഥലമെടുപ്പിനായി എല്ലാ ജില്ലകളിലും പൊന്നും വില തഹസിൽദാർ (CALA) മാരെ നിയമിച്ചിട്ടുണ്ട്. ടെണ്ടർ നടപടി സ്വീകരിച്ച റീച്ചുകൾക്കു പുറമേയുള്ളവയുടെ സ്ഥലമെടുപ്പിനുശേഷം വികസനത്തിനായുള്ള ടെണ്ടർ ദേശീയപാത അതോറിറ്റി ക്ഷണിക്കുന്നതാണ്.</p>
<p>(ഡി) ദേശീയപാത വികസനത്തിന് ഏറ്റെടുക്കുന്ന സ്ഥലത്തിന്റെ വിലയുടെ 25 ശതമാനം സംസ്ഥാനം വഹിക്കണമെന്ന് കേന്ദ്രം ആവശ്യപ്പെട്ടിട്ടുണ്ടോ;</p>	<p>(ഡി) രാജ്യത്തെ ദേശീയപാത വികസന പദ്ധതികളെ മുൻഗണനാക്രമം അനുസരിച്ച് High-1,High-2 എന്നിങ്ങനെ രണ്ടായി തിരിക്കുന്നതായും, High-2 ഇനത്തിൽപ്പെട്ട പദ്ധതികളിൽ ഭൂമി ഏറ്റെടുക്കൽ നടപടികൾ (3D നോട്ടീഫിക്കേഷൻ,3G നോട്ടീഫിക്കേഷൻ, നഷ്ടപരിഹാരത്തുക വിതരണം) തുടരേണ്ടതില്ലെന്നും ദേശീയപാത അതോറിറ്റി ചെയർമാൻ 02.05.2019 ലെ കത്ത് പ്രകാരം ദേശീയപാത അതോറിറ്റിയുടെ റീജിയണൽ</p>

ഓഫീസർമാർക്ക് നിർദ്ദേശം നൽകിയിരുന്നു. കേരളത്തിലെ പാക്കേജുകൾ High-2 ഇനത്തിലാണ് ഉൾപ്പെടുത്തിയിരുന്നത്. തുടർന്ന് പ്രസ്തുത വിഷയത്തിൽ സംസ്ഥാന സർക്കാർ ഇടപെടുകയും മുഖ്യമന്ത്രിയും പൊതുമരാമത്ത് വകുപ്പ് മന്ത്രിയും കേന്ദ്രമന്ത്രിയുമായി ചർച്ച നടത്തുകയും കത്ത് അയക്കുകയും ചെയ്തു. അതിന്റെ അടിസ്ഥാനത്തിൽ മുൻഗണന High-1 ലേക്ക് മാറ്റുന്നതിനും തയ്യാറായി. തുടർന്ന് ദേശീയപാത 66 ന്റെ വിതകൂട്ടൽ പ്രവൃത്തിക്കായുള്ള ഭൂമി ഏറ്റെടുക്കലിന് ആവശ്യമായി വരുന്ന (കെട്ടിടങ്ങൾ, മരങ്ങൾ, തുടങ്ങിയ സ്ഥാവര വസ്തുക്കളുടെ നഷ്ടപരിഹാരം അടക്കം) തുകയുടെ 25% തുക സംസ്ഥാന ഗവൺമെന്റ് വഹിക്കണമെന്ന് കേന്ദ്രസർക്കാർ നിർദ്ദേശിക്കുകയും അത് സംസ്ഥാനം അംഗീകരിച്ച് 08.08.2019 ന് ഉത്തരവ് പുറപ്പെടുവിക്കുകയും ചെയ്തു.

(ഇ) കേരളത്തിൽ ഭൂമിയുടെ വില (ഇ) കൂടുതലാണെന്ന് കേന്ദ്ര ഉപരിതല ഗതാഗത വകുപ്പ് സംസ്ഥാനത്തെ അറിയിച്ചിട്ടുണ്ടോ; അതിന്റെ അടിസ്ഥാനത്തിലാണോ 25 ശതമാനം തുക നൽകാൻ സംസ്ഥാനം തീരുമാനിച്ചത്;

ബഹു. കേന്ദ്ര ഉപരിതലഗതാഗത മന്ത്രിയുമായി 15-06-2019 ന് ഡൽഹിയിൽ നടത്തിയ ചർച്ചയിൽ NH വികസനത്തിനായുള്ള പ്രധാന തടസ്സം സംസ്ഥാനത്തുള്ള ഭൂമി വില കൂടുതലാണെന്നതാണ് എന്ന് അറിയിച്ചിട്ടുണ്ട്. മറ്റു സംസ്ഥാനങ്ങളെ അപേക്ഷിച്ച് നിർമ്മാണച്ചെലവു കൂടുതലാണെന്ന് കൊച്ചിയിൽ വെച്ചു 28-04-2018-ൽ നടന്ന യോഗത്തിനു ശേഷം മാധ്യമങ്ങളോടും ഇക്കാര്യം ശ്രീ. നിധിൻ ഗഡ്കരി പറയുകയുണ്ടായി.

(എഫ്) മറ്റ് പല സംസ്ഥാനങ്ങളിലും (എഫ്) ഭൂമിക്ക് കേരളത്തിൽ) ഉള്ളതിനേക്കാൾ ഉയർന്ന വില ഉണ്ടായിട്ടും ദേശീയപാത വികസനത്തിന് അവരിൽ നിന്നും തുക ഈടാക്കാതിരിക്കുകയും സംസ്ഥാനത്തോട് ഇത് ആവശ്യപ്പെടുകയും ചെയ്തത് ഏത് സാഹചര്യത്തിലാണെന്ന് കണ്ടെത്തിയിട്ടുണ്ടോ; വിശദമാക്കുമോ?

ദേശീയപാത വികസനം ത്വരിതപ്പെടുത്തുന്നതിനാണ് ഭൂമി ഏറ്റെടുക്കലിന്റെ 25% സംസ്ഥാനം വഹിക്കാൻ തയ്യാറായത്.


സെക്ഷൻ ഓഫീസർ

19/OS-PWD

19/OS-PWD

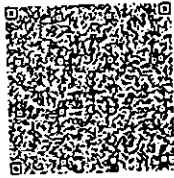
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi



सत्यमेव जयते

Certificate No. : IN-DL63304365375503R
Certificate Issued Date : 03-Oct-2019 09:46 AM
Account Reference : IMPACC (IV)/ dl1006303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL100630335372592840118R
Purchased by : NHAI
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NHAI
Second Party : PWD KERALA AND KIIFB KERALA
Stamp Duty Paid By : NHAI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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FINANCIAL PARTICIPATION AGREEMENT

This Financial Participation Agreement is executed on this 03rd day of October, 2019 between the Government of India acting through Joint Secretary (Highways), Ministry of Road Transport and Highways, having its principal office at Transport Bhawan, 1, Parliament Street, New Delhi-110001 [hereinafter referred to as the "Authority" which

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- The onus of checking the legitimacy is on the users of the Certificate.
- In case of any discrepancy please inform the Competent Authority.

G. Kaindia Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat

Dr. K. J. ABRAHAM CFA,
Chief Executive Officer
Fund for Road Transport
Ministry of Road Transport and Highways

expression shall, unless repugnant to the context or meaning thereof, deemed to mean and include its administrators, successors, assigns and the implementing agency i.e. the National Highways Authority of India (hereinafter referred to as the "NHAI"), established under the National Highways Authority of India Act, 1988, and having its principal offices at G-5 & 6, Sector-10, Dwarka, New Delhi-110075] of the FIRST PART;

and the Governor of the State of Kerala acting through the Principal Secretary, Public Works Department, Government of Kerala (hereinafter referred to as the "State Government which expression shall unless repugnant to the context or meaning thereof deemed to mean and include its successors, assigns and permitted substitutes) of the SECOND PART;

and the Kerala Infrastructure Investment Finance Board, 2nd Floor, Felicity Square, Thiruvananthapuram, Kerala (hereinafter referred to as the "Board" which expression shall, unless repugnant to the context or meaning thereof deemed to mean and include its administrators, successors and assigns) of the THIRD PART;

Each party individually termed as Party and collectively as "Parties".

WHEREAS, the Authority has identified the roads detailed in Appendix-A to this Agreement (hereinafter referred to as "Specified National Highway Projects" (Specified NH Projects) to be taken up for construction under the National Highway Development Programme of the Authority;

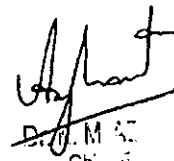
AND WHEREAS, in view of the high density of population in Kerala and the high level of land cost, and considering the inordinate delay in completing projects under the Development Programme in several parts of the State of Kerala due to financial constraints in land acquisition and taking into account the need for providing quality road infrastructure in the State in the social and economic interests of the State has, the State Government after mutual consultation with the Authority, has agreed to meet 25 (twenty five) per cent of the total land acquisition costs necessary to acquire the land for constructing the aforesaid roads;

AND WHEREAS, the Board is a statutory body established by the State Government under the Kerala Infrastructure Investment Fund Act, 1999 (Act 4 of 1999) for financing infrastructure projects in the State;

AND WHEREAS, the State Government, with the intention of a speedy completion of the Specified NH Projects has ordered (vide Government Order G.O (Ms) No 36/2019/PWD dated 08.08.2019 (Annexure I) that the financing of the Specified NH Projects specified therein, shall be entrusted to the Board.



G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat



D. J. M. A. C.

AND WHEREAS, the Board in its meeting dated 20.08.2019(Annexure II) has resolved to finance to the extent of 25% (twenty five percent) of the total land acquisition costs with respect to the aforesaid projects,

AND WHEREAS, the Government of Kerala have accorded sanction vide G.O. (Ms) No. 36/2019/PWD dated 08.08.2019 for entering into agreement between the parties (Annexure III).

NOW, THEREFORE, in consideration of the foregoing covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which, is hereby acknowledged, and intending to be legally bound hereby, the respective-Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- (a) "Agreement", means this Financial Participation Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;
- (b) "Cure Period", means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the party responsible for such breach or default, and shall commence from the date on which a notice is delivered by one party to the other party asking the latter to cure the breach or default specified in such notice.
- (c) "Specified NH Projects" means the roads specified in Appendix A to this Agreement and shall include service roads wherever - applicable as part of the development of the road, and such term may variously be used to refer to any road or roads in the aforesaid Appendix or parts thereof.
- (d) "Steering Committee" shall be a committee comprising of the Regional Officer of the NHAI, a representative of the Board of rank not below the rank of a Joint Fund Manager and the Chief Engineer (National Highways) in the State Public Works Department.
- (e) "Total Land Acquisition Cost" means the total cost of acquiring land for the Specified NH Projects including all payments made in respect of enhancements and awards ordered by legal authorities (if any) or the civil courts of the land.



G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram



- (f) "Authority's Share" means 75 (Seventy five) per cent of the Total Land Acquisition Cost to be paid by the NHAI and may refer to 75 (Seventy five) per cent of the total land acquisition costs of one or more or part thereof of the Specified NH Projects.
- (g) "Board's Share" means 25 (twenty five) per cent of the Total Land Acquisition Cost and may refer to 25 (twenty five) per cent of the total land acquisition costs of one or more or part thereof of the Specified NH Projects.
- (h) "Negotiation Committee" shall be a Committee consisting of the Secretary to the Public Works Department, an Officer of the Board not below the rank of a Joint Fund Manager, the Regional officer of the NHAI and the Chief Engineer (National Highways) in the State Public Works Department formed for the purpose of amicable resolution of disputes as provided for in this Agreement.

1.2 Interpretation

- 1.2.1 The words and expressions beginning with capital letters and defined in this agreement shall have the meaning ascribed thereto herein.
- 1.2.2 References to Clauses are, unless stated otherwise references to Clauses of this Agreement.

2.0 FINANCIAL PARTICIPATION

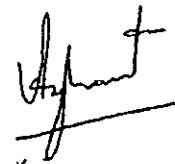
- 2.1 The Board shall deposit the State's Share within seven working days from the date of deposit of the Authority's Share by the NHAI in such designated bank account as may be specified by the State Government.
- 2.2 For removal of all ambiguity, the Board shall make its deposit of one-third of the deposit made by the NHAI, so that its share will be 25 (twenty five) per cent of the Total Land Acquisition Costs, on a pro-rata basis as and when a corresponding deposit is made by the NHAI.

3.0 IMPLEMENTATION ARRANGEMENTS

- 3.1 The State Government and the Authority have agreed to complete the Specified NH Projects in a time bound manner.
- 3.2 The State Government shall be responsible for ensuring that the Land Acquisition in respect of the Specified NH Projects is done efficiently on priority.



[Handwritten Signature]
 C. Srinivasan Rao IAS
 Principal Secretary
 Public Works Department
 Govt. Secretariat
 Thiruvananthapuram



- 3.3 For smooth implementation of the arrangements, the NHAI shall intimate the Board, not later than three working days of the depositing of the Authority's Share in the designated bank account in respect of any of the Specified NH Projects.
- 3.4 The Board shall immediately, but not later than seven working days of such intimation deposit the State's Share to the designated bank account in respect of the Specified NH Projects for which the NHAI has made the payment of the Authority's Share.
- 3.5 The levy and collection of toll fees, if any shall be as per the existing procedures in vogue and shall not form part of this Agreement.
- 3.6 The implementation Arrangements of the fund deposits, as described in this Agreement, for the Specified NH Projects shall be monitored by the Steering Committee. The Steering Committee shall periodically, at least once in every month review the process of fund deposits by the NHAI and the Board and shall be responsible to bring to the attention of the NHAI, Board and the State Government, if warranted, of any delays or procedural hurdles in respect of the payments envisaged in this Agreement.
- 3.7 The NHAI shall submit the schedule of implementation of the Specified NH Projects, after completion of the land acquisition, to the Steering Committee. In the event of any delay in implementing any of the Specified NH Projects from the above time schedule, the Board shall be kept informed about such events, and the Steering Committee shall be appraised on the subsequent action to complete the implementation within the approved or revised time schedule.

4.0 INDEMNITY

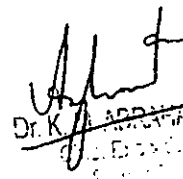
4.1 General Indemnity

4.1.1 The Authority will indemnify regarding specified NH Projects to defined and hold the State Government and the Board harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the NHAI of any of its obligations under this Agreement or on account of failure of the NHAI to comply with applicable laws and applicable permits.

4.1.2 The State Government and the Board will indemnify, defend and hold the Authority/NHAI harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the State



C. M. Srinivasan
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram



Dr. K. J. Appanna
Principal Secretary
Govt. Secretariat
Thiruvananthapuram


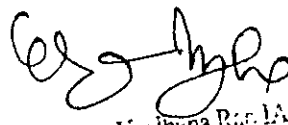
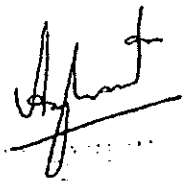
Government or the Board to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under this Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the State Government or Board, their officer, servants and agents, as the case may be.

5.0 DISPUTE RESOLUTION

- 5.1 Any dispute, difference or controversy of whatever nature howsoever arising in connection with this Agreement between the Parties and so notified in writing by any Party to any Other Party ("the Dispute") shall, in the first instance, be attempted to be resolved amicably through negotiations conducted by the Negotiation Committee defined in 1.1 (h) of this Agreement.
- 5.2 The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.
- 5.3 In the event of failure by the parties to settle the dispute amicably the aggrieved party can resort to resolve their grievances through Arbitration by following the Procedure & Rules of Arbitration as framed by SAROD. The Arbitration shall be under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. The Arbitration shall be by appointing a Sole Arbitrator from the Arbitrators empanelled with SAROD. The Sole Arbitrator shall be entitled to Arbitration Fee as per Fee Schedule of SAROD, applicable to Sole Arbitrator at the relevant time when the dispute was referred to him for adjudication. The venue of Arbitration shall be at New Delhi. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Arbitration Proceedings vis-à-vis the Arbitration & Conciliation Act, 1996 as amended including execution of Arbitration Awards.

6.0 WAIVER

- 6.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement.
- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement.




 G. Kamala Vardhana Ret. IAS
 Principal Secretary
 Public Works Department
 Govt. Secretariat
 Thiruvananthapuram

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

6.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

7.0 SURVIVAL

7.1 Termination of this Agreement

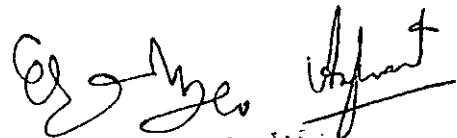
(a) shall not relieve any of the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability, any of the Parties shall not relieve any of the Parties of any obligations or liabilities for loss or damage to the other Parties arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination

7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

8.0 SEVERABILITY

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 5 of this Agreement or otherwise.

G. Kumala Mendhan IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram

9.0 SUCCESSORS AND ASSIGNORS

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10.0 NOTICE

Any notice or other communication to be given by a Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by facsimile or by letter delivered by hand or by e-mail sent to the official email address of the person concerned and be addressed to person set out opposite the corresponding signature below and a copy delivered to such other person as the NHA or the State Government, as the case may be from time to time designate by notice to the other Party.

1. National Highways Authority of India (NHA), G-5 & 6, Sector - 10, Dwarka, New Delhi - 110075.
2. Governor of the State of Kerala acting through the Principal Secretary, Public Works Department, Government of Kerala.
3. Kerala Infrastructure Investment Finance Board, 2nd Floor, Felicity Square, Thiruvananthapuram, Kerala.

11.0 LANGUAGE

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

12.0 AUTHORISED REPRESENTATIVES

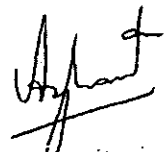
Each of the Parties shall by notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

13.0 ORIGINAL DOCUMENT

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement




C. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THE PRESIDENT OF INDIA
by :

(Signature) 
(Name) A. K. Ghosh

Joint Secretary (Highways)

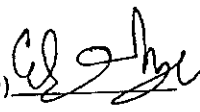
(Designation) _____

(Address) _____

(Official email address)

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THE GOVERNOR OF KERALA
by :

(Signature) 
(Name) G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram
Principal Secretary

Principal Secretary

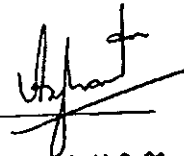
(Designation) _____

(Address) _____

(Official email address)

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THE KERALA
INFRASTRUCTURE
INVESTMENT FUND BOARD
(KIIFB)

by :
(Signature) 
(Name) K. M. ABRAHAM

Chief Executive Officer, KIIFB

(Designation) _____

(Address) 2ND FLOOR
FELICITY SQUARE
STATUE JN.
THIRUVANANTHAPURAM
695001

(Official email address)
ceo@kiifb.org



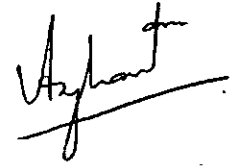
Appendix-A

Specified National Highway Projects

S No.	Project (NH)	Stretch	Length(km.)
1	NH 66	6 laning of Thalapady to Chengala	39
2	NH 66	6 laning of Chengala to Neeleshwaram ROB	37
3	NH 66	6 laning of Perole to Thalipparamba	40
4	NH 66	6 laning of Thalipparamba to Muzhipilangadu	36
5	NH 66	6 laning of Azhiyur to Vengalam	39
6	NH 66	6 laning of Ramanattukara to Kuttippuram	53
7	NH 66	6 laning of Kuttippuram to Kappirikkad	24
8	NH 66	6 laning of Kappirikkad to Edappally	89
9	NH 66	6 laning Thuravoor to Paravoor	38
10	NH 66	6 laning of Paravoor to Kottankulangara	38
11	NH 66	6 laning of Kottankulangara to Start of Kollam Bypass	32
12	NH 66	6 laning of Start of Kollam Bypass to Kadambattukonam	32
13	NH 66	6 laning of Kadambattukonam to Kazhakuttom	29



G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram



Executive Officer
& Fund Manager
Infrastructure Investment Fund Board

Annexure-I

GOVERNMENT OF KERALA

Abstract

Public Works Department-State Government's consent to meet 25% cost of land acquisition for widening of NH 66 from Kasargod to Thiruvananthapuram- Tripartite Agreement approved- orders issued

PUBLIC WORKS(D)DEPARTMENT

G.O.(Ms)No.36/2019/PWD Dated,Thiruvananthapuram, 08/08/2019

- Read 1 DO letter no. D3/197/2019/PWD dated 02.07.2019 addressed to the Secretary, MoRTH from the Chief Secretary, Kerala
 2 DO letter no. D3/197/2019/PWD dated 02.07.2019 addressed to the Chairman,NHAI from the Chief Secretary, Kerala
 3 Tripartite Agreement between NHAI, Principal Secretary (PWD) and CEO, KIIFB

ORDER

The widening of NH 66 in 45m in the state of Kerala started in 2015.The total land required for widening is 3425.096 Ha. Out of this 1986.369 Ha land is already in possession and remaining 1438.737 Ha land is to be acquired. 3A notification was published for 659.557 Ha land, 3D was published for 548.192 Ha land and 3G was published for 302.163 Ha land. The widening of National Highway 66 in Kerala has been divided into 27 small packages. The approval for these packages has not been received from Ministry of Road Transport and Highways. National Highway Authority of India is repeatedly intimating that the cost of land acquisition in the state is high. The National Highway Authority Chairman had intimated the Regional Officers that the High Priority Projects were further classified into High-1 & High-2 Projects and all Regional Officers were directed not to proceed with Land Acquisition in respect of High-2 Projects, i.e., not to proceed with 3D Notifications, 3G Awards & disbursement/ depositing the awarded amounts. The packages in Kerala come under High-2 Projects.

A meeting was held on 15/06/19 at the residence of Hon'ble Union Minister for Transport who has requested the state Government contribute 25% of the total land cost involved in the land acquisition which includes the cost of structures, trees, etc. Accordingly a meeting was convened by Hon'ble Chief Minister on 19.06.2019 , the meeting was attended by Hon'ble Minister for

G. Karthikeyan IAS
 Principal Secretary
 Public Works Department
 Govt. Secretariat
 Thiruvananthapuram

A. M. ABRAHAM IAS
 Chief Executive Officer
 Public Works Department
 Thiruvananthapuram

Finance, Hon'ble Minister for Public Works Department, The Chief Secretary, The Additional Chief Secretary Finance, The Principal Secretary, Public Works Department and The Secretary PWD. In the meeting Hon'ble Chief Minister decided to convey the consent of the State Government to National Highway Authority of India to meet 25% cost of land acquisition. Hon'ble Chief Minister has also instructed Hon'ble Finance Minister and the Additional Chief Secretary Finance to structure the funding arrangement through various sources including Value Capture Financing (VCF), increasing the stamp duty on land transactions along NH 66 from Kasaragod to Trivandrum. Vide letters in reference 1 and 2 the Chief Secretary has conveyed the State Government's consent to meet 25% of the cost of Land acquisition for widening of NH66 from Kasargod to Trivandrum.

The Chief Executive Officer, Kerala Infrastructure Investment Fund Board has drafted an agreement as a Tripartite Agreement between National Highway Authority of India, Principal Secretary (PWD) and Chief Executive Officer, Kerala Infrastructure Investment Fund Board (Annexure) according to which Kerala Infrastructure Investment Fund Board will meet the State Government's share for land acquisition subject to certain conditions

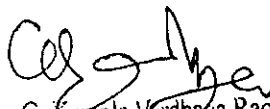
The Government have examined the matter in detail and are pleased to approve the Tripartite Agreement attached as Annexure to this order and also accord sanction to sign the Tripartite agreement between National Highway Authority of India, Principal Secretary (PWD) and Chief Executive Officer, Kerala Infrastructure Investment Fund Board.

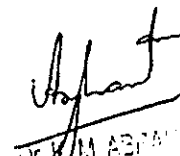
(By order of the Governor)
ANAND SINGH
SECRETARY

To: The Regional Officer, National Highway Authority of India
The Regional Officer, Ministry of Road Transport and Highways
The Chief Executive Officer, Kerala Infrastructure Investment Fund Board
The Chief Engineer (NHs), PWD, Thiruvananthapuram.
The Finance Department vide UO note 1254356/1&PW-B1/193/2019-FIN dated 23.07.2019
The Law Department vide UO note 15808/conv.1/2019 dated 29.07.2019
The Principal Accountant General (Audit)/(A&E), Kerala, Thiruvananthapuram.
Information Officer (Web & New Media)
SF/OC.

Forwarded /By order
Signature Not Verified
Digitally signed by Disha T Joshua
Date: 2019.08.08 18:51:33 IST
Reason: Approved
Section Officer




G. Kamala Verdhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram


Disha T Joshua
Section Officer



Annexure - II

KERALA INFRASTRUCTURE INVESTMENT FUND BOARD

Minutes of Meeting

MEETING NO. KIIFB/G8/37

37TH MEETING OF THE GENERAL BODY OF KIIFB

CHAired BY : Shri.PINARAYI VIJAYAN

DATED 20.08.2019

1. Agenda Note

Confirming the Minutes of the Thirty Sixth Board Meeting and presentation of the Action Taken Report thereon.

Decision

The Board confirmed the minutes of the 36th meeting and noted the actions taken thereon.

2. Agenda Note

Status Report of approved projects

Decision

The Board noted the status of approved projects.

3. Agenda Note

Approval of Tranche-14 Projects

Decision

The Board considered and approved the project proposals to be implemented as the 14th Tranche of KIIFB Assisted Projects.

4. Agenda Note

Approval given for Projects by the Executive Committee

Decision

The Board considered the approval given for sub-projects by the Executive Committee in its 13th meeting.

5. Agenda Note


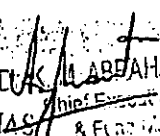
Compliance Report of the Tranche-2 Projects conditionally approved by the Board.

Decision

Committee considered the compliance report of the 3 sub-projects conditionally approved in Tranche-2, for a total outlay of ₹ 522.71 crore and accorded full approval for the same.

6. Agenda Note

Approval for enhanced funding of KFON Project at the accepted tender price.



 G. Kunal Varadhan Rao IAS, Chief Executive Officer
 Principal Secretary & Fund Manager
 Public Works Department, Kerala Infrastructure Investment Fund Board

3886230/2019/OS-PWD
Decision

The Board approved the revised funding of Rs.1061.73 crore for the K-FONE project subject to the following conditions:

- i. SPV shall obtain approval for tender acceptance from the Council of Ministers as per clause 7.2.5 of Guidelines of KIIFB.
- ii. SPV shall obtain revised Administrative Sanction from Department of Electronics & IT as per clause 7.2.6 of Guidelines of KIIFB.
- iii. Funding for RoW and other initial cost shall be limited to 70% of actual cost incurred by SPV or 70% of Rs.138.22 crore, whichever is lower.
- iv. SPV shall enter into a Loan Repayment Agreement with KIIFB.
- v. Interest rate shall be 9.00%.
- vi. Moratorium for Loan and Interest Repayment shall not exceed a period of 3 years.
- vii. Loan including Interest repayment shall not exceed 11 years excluding the period of moratorium.

7. Agenda Note

Revised Detailed Appraisal Report (DAR) of the KIIFB approved project - WRD 025-24: WSS to Ala, Puliyoor, Budhanoor, Pandanad, by including Mulakkuzha, Venmony Panchayaths and Chengannur Municipality in Alapuzha District.

Decision

The Board approved the project as part of Tranche 14 projects.

The Board also authorized CEO to take up the matter with the Kerala Water Authority, whether in lieu of new water supply projects, greater emphasis can be given to completing the projects already initiated and particularly completing distribution of already water supply projects, and bring the result of the discussions to the attention of the Chief Secretary for further action.

8. Agenda Note

Details of payments released so far for KIIFB projects

Decision

Noted

9. Agenda Note

Approval of Guidelines for execution of projects funded by KIIFB on Engineering, Procurement and Construction (EPC) and Design Build Operate (DBO) Mode

Decision

The Board approved the Guidelines for execution of projects funded by KIIFB on Engineering, Procurement and Construction (EPC) and Design Build Operate (DBO) Mode.

10. Agenda Note

Status of Inspections Conducted by the Administrative Inspection Wing (AIW) & Technical Inspection Wing of Inspection Authority.

Decision

The Board considered the inspection reports.

11. Agenda Note

Modification of KIIFB Guidelines on ToC Extension and Provision for Bonus for early completion of work.


Decision

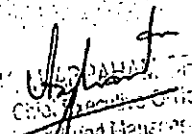
The Board approved the proposal subjected to the condition that only those projects which are completed within the initial scheduled time, regardless of the delay involved in execution will be eligible for the bonus.

12. Agenda Note

Withdrawal of Circular Resolution No. 2/2019 dated 16.07.2019

Decision


G. Kamala Vardhana Reddy IAS
Principal Secretary
Public Works Department
Govt. Secretariat


Principal Secretary
Public Works Department
Govt. Secretariat

3886230/2019/OS-PWD

The Board noted withdrawal of the Circular Resolution No.2/2019 dated 16.07.2019.

13. Agenda Note

Approval of Annual Accounts for the Financial Year 2018-19.

Decision

The Board approved the Annual Accounts for the FY 2018-19 and authorized CEO to issue a proceeding/Government Order laying out the procedure of approving annual accounts of KIIFB.

14. Agenda Note

Appointment of Auditors to KIIFB

Decision

The Board approved the proposals and decided

(a) authorise CEO to take necessary steps for appointing a **Statutory External Auditor** as well as a **Peer Review Auditor** (to do a comparative statement with reference to IFRS standards), with approval of selection by a Sub-Committee consisting of Shri. Sanjeev Kaushik IAS, Shri. Radhakrishanan Nair and Shri. J.N.Gupta. The Sub-Committee to also lay down the eligibility criteria of such auditors.

(b) to appoint a Chief Auditor, a Deputy Account Officer, an Accounts Executive and two Interns (Finance).

(c) to appoint two Project Management Executives for the Project Management Initiative in Government for KIIFB Projects and other Infrastructure projects of Government.

15. Agenda Note

Appointment of Fund Managers

Decision

The Board decided to appoint a retired officer of the level of General Manager/Deputy General Manager from public sector bank/financial institution, with significant experience in Treasury management, as a Consultant for investment advisory/cashflow management on full-time or part-time basis.

16. Agenda Note

Appointment to the Post of AGM- IFG

Decision

The Board approved the appointment made to the post of Assistant General Manager in Institutional Finance Group.

17. Agenda Note

Repayment agreement for revenue generating projects

Decision

The Board approved the proposal for adopting the blended weighted average cost of borrowing of KIIFB in the onshore market as the benchmark rate for pricing loans granted by KIIFB. Further it was decided that other project specific terms would be negotiated with the Government Departments and the approval of the Board would be sought before entering into any such agreement.

It was also decided to include the cost of guarantee commission paid to Government in reckoning the cost, while fixing the rate, so that the rate would reflect the actual cost to KIIFB. The Board may then, case to case, allow an adjustment in the rate, by way of a discount, either partially or fully when the Board fixes the final rate for the agreement on a specific project, taking into account all relevant factors including the revenue generating potential of the project.

18. Agenda Note

Term Loan - limit enhancement to INR 5000 crore

Decision

G. Ganjala Vardhan Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat

Dr. K. S. Prasad
Chief Executive Officer
& Fund Manager
Kerala Infrastructure Investment Fund Board

3886230/2019/OS-PWD

The Board considered the proposal and enhanced the limit of borrowings through term loans to INR 5000 Crore.

19. Agenda Note

Investment proposal from NORKA Welfare Board

Decision

The Board approved the scheme. The CEO was directed to request NORKA Welfare Board to examine the possibility of linking it to selected insurance schemes also, to enhance benefits to the NRI joining the scheme.

20. Agenda Note

Recruitment to 17 new positions in Inspection Authority (Technical)

Decision

The Board approved:

- (a) The recruitment of 17 new posts in Inspection Authority (Technical) on contract through CMD for a period of 1 year.
- (b) Re-designation of the post of Inspection Assistant as 'Inspection Engineers'.

21. Agenda Note

Technical Resource Centre

Decision

The Board

- a) Noted the status report on TRC Phase-1 implementation.
- b) Ratified the action taken for establishment of TRC phase 2 and TRC Centre in Kozhikode.
- c) Noted the action taken so far in connection with establishment of TSU in 6 SPVs.

22. Agenda Note

Internship Programme

Decision

The Board

- a) Ratified the extension of internship programme of 13 interns for a period of one more month.
- b) Ratified the proposal to recruit 4 interns for ESG and 1 HR intern from the Board approved strength of 20 interns.
- c) Resolved to increase the approved strength of 2nd phase internship from 20 to 30.

23. Agenda Note

Institutional Capacity Building – Training for new recruits of KRFB.

Decision

The Board approved the proposal to conduct induction cum orientation training for 289 technical personnel recruited by KRFB at IICC, Chavara for Rs.31,240/- per head.

24. Agenda Note

New Office Building for KIIFB in the land owned by Kerala Financial Corporation – Assignment of architectural & structural consultancy works to M/s Muralee Associates.

Decision

The Board resolve to authorise CEO for entrusting the job of architectural and structural consultancy works to M/s Muralee Associates, Trivandrum @0.75% of project cost of proposed new office building for KIIFB.

The CEO also explained that it was discussed with the Chairman and Managing Director that KFC would make available 25% of the built-up space to KIIFB and share common utilities and facilities. The 25% share of KFC would be leased to KIIFB on a right of first refusal basis. The lease would be for a period of 99 years.

G. Kamala Vardhana Rao IAS
Principal Secretary
Govt. Secretariat
Thiruvananthapuram

Dr. K. M. ABRAHAM CFB,
Chief Executive Officer

[Signatures]

3886230/2019/OS-PWD

25. Agenda Note

Any other item proposed by the Chair

Decision

NA

26. Agenda Note

KIIFB Assistance for Designated NHAI Projects in Kerala

Decision

The Board approved the proposal to participate in the National Highway Development Programme of the Central Government by financing 25% share of land acquisition cost involved in NHAI projects on the basis of executing a tripartite agreement between NHAI, Government of Kerala and KIIFB.

27. Agenda Note

Sub-projects for approval by the Board Meeting of KIIFB

Decision

The Board considered the proposal for Land acquisition of the sub-project: "Improvements to Vattiyoorkavu Junction and connected roads in Thiruvananthapuram District", as part of the Tranche 14 Projects and approved the Preliminary appraisal report in context of Land acquisition of the project thereof.

28. Agenda Note

Construction of Taluk Hospital Chettikad, Alappuzha- Land Acquisition

Decision

The Board considered the project as part of the Tranche-14 Projects and accorded full approval for the same.

29. Agenda Note

Accessing Foreign currency Bond market - Proposal from Standard Chartered Bank.

Decision

The Board advised against resorting to issue of a Dollar Bond at present in view of the hedging costs involved, given the likelihood that taken along with hedging costs, the funds borrowed in dollar now are likely to be more expensive than what can be raised by KIIFB from other sources. The Board also advised that the option can be considered later appropriately when the requirement of funds in KIIFB to meet project expenditure warrants taking recourse to international markets for meeting its fund requirements.

Concluding Remarks

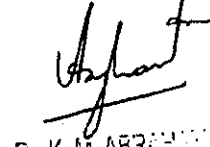
The meeting concluded by 11.30 AM.

List of Participants

1. Shri.Pinarayi Vijayan
2. Dr.T.M.Thomas Isaac
3. Dr.V.K.Ramachandran
4. Shri. Tom Jose, IAS
5. Shri.Manoj Joshi IAS
6. Shri.P.K.Aravinda Babu



G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat,
Thiruvananthapuram

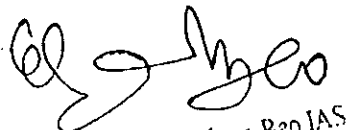


Dr. K. M. ABRAHAM
Chief Executive Officer
KIIFB

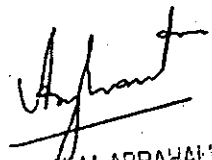
3886230/2019/OS-PWD

7. Shri. Sarileev Kaushik IAS
6. Shri. Sudipto Mundle
9. Prof. Susil Khanna
10. Shri. J.N. Gupta
11. Shri. Radhakrishnan Nair

Approved By : Shri. Pinarayi Vijayan
On : 02.09.2019



G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram



Dr. K. M. ABRAHAM C.F.
Chief Executive Officer
& Fund Manager
Kerala Infrastructure Investment Fund Board



GOVERNMENT OF KERALA

Abstract

Public Works Department-State Government's consent to meet 25% cost of land acquisition for widening of NH 66 from Kasargod to Thiruvananthapuram- Tripartite Agreement approved- orders issued

PUBLIC WORKS(D)DEPARTMENT

G.O.(Ms)No.36/2019/PWD Dated,Thiruvananthapuram, 08/08/2019

- Read 1 DO letter no. D3/197/2019/PWD dated 02.07.2019 addressed to the Secretary, MoRTH from the Chief Secretary, Kerala
 2 DO letter no. D3/197/2019/PWD dated 02.07.2019 addressed to the Chairman,NHAI from the Chief Secretary, Kerala
 3 Tripartite Agreement between NHAI, Principal Secretary (PWD) and CEO, KIIFB

ORDER

The widening of NH 66 in 45m in the state of Kerala started in 2015.The total land required for widening is 3425.096 Ha. Out of this 1986.369 Ha land is already in possession and remaining 1438.737 Ha land is to be acquired. 3A notification was published for 659.557 Ha land, 3D was published for 548.192 Ha land and 3G was published for 302.163 Ha land. The widening of National Highway 66 in Kerala has been divided into 27 small packages. The approval for these packages has not been received from Ministry of Road Transport and Highways. National Highway Authority of India is repeatedly intimating that the cost of land acquisition in the state is high. The National Highway Authority Chairman had intimated the Regional Officers that the High Priority Projects were further classified into High-1 & High-2 Projects and all Regional Officers were directed not to proceed with Land Acquisition in respect of High-2 Projects, i.e., not to proceed with 3D Notifications, 3G Awards & disbursement/ depositing the awarded amounts. The packages in Kerala come under High-2 Projects.

A meeting was held on 15/06/19 at the residence of Hon'ble Union Minister for Transport who has requested the state Government contribute 25% of the total land cost involved in the land acquisition which includes the cost of structures, trees, etc. Accordingly a meeting was convened by Hon'ble Chief Minister on 19.06.2019 , the meeting was attended by Hon'ble Minister for

[Signature]
 Principal Secretary
 Public Works Department
 Govt. Secretariat
 Thiruvananthapuram

Finance, Hon'ble Minister for Public Works Department, The Chief Secretary, The Additional Chief Secretary Finance, The Principal Secretary, Public Works Department and The Secretary PWD. In the meeting Hon'ble Chief Minister decided to convey the consent of the State Government to National Highway Authority of India to meet 25% cost of land acquisition. Hon'ble Chief Minister has also instructed Hon'ble Finance Minister and the Additional Chief Secretary Finance to structure the funding arrangement through various sources including Value Capture Financing (VCF), increasing the stamp duty on land transactions along NH 66 from Kasaragod to Trivandrum. Vide letters in reference 1 and 2 the Chief Secretary has conveyed the State Government's consent to meet 25% of the cost of Land acquisition for widening of NH66 from Kasargod to Trivandrum.

The Chief Executive Officer, Kerala Infrastructure Investment Fund Board has drafted an agreement as a Tripartite Agreement between National Highway Authority of India, Principal Secretary (PWD) and Chief Executive Officer, Kerala Infrastructure Investment Fund Board (Annexure) according to which Kerala Infrastructure Investment Fund Board will meet the State Government's share for land acquisition subject to certain conditions


The Government have examined the matter in detail and are pleased to approve the Tripartite Agreement attached as Annexure to this order and also accord sanction to sign the Tripartite agreement between National Highway Authority of India, Principal Secretary (PWD) and Chief Executive Officer, Kerala Infrastructure Investment Fund Board.


(By order of the Governor)
ANAND SINGH
SECRETARY


To: The Regional Officer, National Highway Authority of India
The Regional Officer, Ministry of Road Transport and Highways
The Chief Executive Officer, Kerala Infrastructure Investment Fund Board
The Chief Engineer (NHs), PWD, Thiruvananthapuram.
The Finance Department vide UO note 1254356/I&PW-B1/193/2019-FIN dated 23.07.2019
The Law Department vide UO note 15808/conv.1/2019 dated 29.07.2019
The Principal Accountant General (Audit)/(A&E), Kerala, Thiruvananthapuram.
Information Officer (Web & New Media)
SF/OC.

Forwarded / By order
Signature Not Verified

Digitally signed by Jisha T Joshua
Date: 2019.08.08 18:51:33 IST
Reason: Approved
Section Officer


G. Kamala Vardhana Rao IAS
Principal Secretary
Public Works Department
Govt. Secretariat
Thiruvananthapuram


E. K. M. ABRAHAM CFA,
Chief Executive Officer
Kerala Infrastructure Investment Fund Board


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