

Upgrading to Four Lane and Maintenance of Mehsana-Himatnagar, SH-55 under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis for Second Gujarat State Highway Project (GSHP-II/ICB/01)

CONSOLIDATED RESPONSE TO QUERIES

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| General | | | | |
| 1 | General | What is the status of pre-construction activities, such as land acquisition, utility relocations and necessary Environmental clearances? | Kindly confirm | Land Acquisition: Not envisaged. Utility Relocations: Electrical in advanced stages. Tree cutting permission has already been obtained. |
| 2 | General | The project includes huge amount of tree cutting. What is the status of tree cutting and obtaining the forest clearance for the same. Please include number of trees to be cut and number of trees to be transplanted. | Kindly confirm | Tree cutting permission has already been obtained. Estimated to cut 9656 number of Trees and 516 numbers of trees are estimated for transplantation. |
| 3 | General | Since the project scope includes construction of lot of structures. Kindly furnish the geotechnical investigations report for the project corridor. | Kindly confirm | Already provided with bid documents, as part of DPR for reference. However it is expected that bidders will have their own assessment of geo-technical investigations before bidding. |
| 4 | General | Does the client intend to carry out any maintenance to correct existing pavement distress before handing over to Concessionaire? <i>Please furnish exact details like overlay thickness, sections lengths and other sort of proposed works maintenance works</i> | Kindly confirm | Routine maintenance will be continuously attended by R&BD but NO major maintenance before handing over. |
| 5 | General | Does the project Cost specified in the bid document pertain to 2014-15 SSR Rates? Please clarify. The project included in DFR is different in Costing chapter and Financial analysis chapter. Please clarify. | Kindly confirm | It is Employer's estimate. DPR is provided as reference. Escalation may be assessed appropriately by the bidder while preparing their |

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| | | Please specify, the percentage of escalation considered during construction period | | proposal. |
| 6 | General | The project road is flanked by Sabarmati Gas Pipe line between Km 135.2-142 and Km 161-163.7. Please clarify the status of shifting the same. | Kindly confirm | Km 135 section, it is located at 13 m from centreline on one side only. Although liaison with concerned authority is underway but it may have to be accommodated during construction. Km 161 section, it has to be accommodated within construction appropriately. |
| 7 | TCS | It is understood Drawings which are mentioned as "Typical Drawings" are representative and concessionaire shall design the project requirements as per design specifications | Kindly confirm | Clause reference and query is not clear. It is however clarified in subsequent specific queries. |
| 8 | General | Due to its limited availability of 30 m ROW and 26m construction within 26m, there are many limitations to the plan and profile, gradients to be adopted. Please clearly specify the limitations which the concessionaire has to adopt, as it will not be practically possible the code SP 84 provisions. It is clearly mentioned no additional land will be procured. But to meet safety standards and Code provisions, 26 m construction zone will not be adequately enough. | Please issue an addendum, stating Concessionaire design recommendations suitable for 30 m ROW and 26m construction zone will be accepted by IE and Gujarat R&B department | Project development has to be carried out as per RFP. |
| 9 | General | AS per code provisions the shyness has to be 0.60 m on either sides if W metal beam crash barrier is adopted. In the SCh B drawings issued by the Authority the shyness is mentioned as 0.25m on both sides and to this effect deviation from the Codes and Standards is not specified Also the paved shoulders are not present. | Please issue a deviation to standards for the 800 mm median and 0.25m shyness to be adopted for this project And please specify paved shoulders are not adopted for this project | Refer to deviation in standards as Annex-1 to Schedule D. Shy distance of 0.25m is re-confirmed. |
| 10 | General | The plan and profile drawings are given, Finished Road | Given these many stipulations Please | Please refer to Addendum-1, |

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| | | Level is not be lowered, Cross section drawings are given. The thickness of Bituminous overlay and bituminous new construction are already prescribed in the Schedule B. | clarify how the Design freedom in DBFMOT is ensured to the Concessionaire | attached Schedule-B therewith. |
| 11 | General | Wherever the width of the median is less than 2.00m, SP 84 Cl 9.7.5.2 stipulated concrete median crash barrier shall be New Jersey type. In this project the median is provided with W metal beam crash barrier for 800 mm width median. This deviation to code has to be clearly mentioned in Sch D | Please issue an addendum to this deviation to the standards, stating New Jersey Crash barrier not required. | Refer to deviation in standards as Annex-1 to Schedule D. It is confirmed that cross section as given need to be followed to this respect. Please Refer Addendum-1, attached Schedule-B, C and D therewith. |
| 12 | General | Please specify the end termination treatment to be carried out for W metal beam Crash barriers. | Please specify | Safe treatment as per standards and in consultation with IC is expected where required. |
| ITB-Volume I | | | | |
| 13 | CL 1.1.1, page 1 | The Estimated Project Cost includes construction cost, supervision cost financing costs, physical and price contingencies Estimated Project cost for 60.75km 353.25 cr works out to only 5.814 crores per KM. | Estimated project cost including supervision cost financing costs, physical and price contingencies is very low. With green initiatives, solar lighting, W beam crash barrier, pedestrian facilities, temple enhancement measures, Noise barrier arrangement involves additional cost which is not considered while arriving 353.25 crores. Please revise the Estimated Project Cost with respect to prevailing rates and the facilities envisaged | R&BD-GOG's estimated project cost as stated in Clause 1.1.1 is re-confirmed. |
| 14 | Clause 2.2.7 & Article 48 – Definition of Bid Security | Clause 2.2.7 indicates Bid security as Rs.3.5 Crores and the Definition of Bid security in Draft Concession Agreement states Rs.6.35 Crores. | Kindly clarify the Bid Security amount? | Bid Security is confirmed as Rs. 3.5 Crore. Please Refer Addendum-1, Sr. No. 6 (Concession Agreement). |

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| 15 | Clause 2.11.1 | The original and copy of the documents (Volume I,II & III) as issued R&BD GOG, will need to submit along with our bid submission. | Kindly confirm | The original and copy of Volume I, II and III need to be submitted having each page initialled in original and sealed (stamped) by the Authorised Signatory along with bid submission. |
| 16 | Appendix-I, Point no.13, pg.no.27 | We have paid or will pay the following commissions, gratuities or fees with respect the bidding process or the execution of the Concessionaire Agreement | Please explain what are the commissions, gratuities or fees to be paid for execution of the Concession Agreement. Please specify the amount to be filled in and the name of the recipient to be entered | Self-explanatory clause, if paid. |
| Concession Agreement – Volume II | | | | |
| 17 | Article 3.1.2(f) - Pg no. 17 | Whether any stamp and/or registration and/or any other duty required to be paid on the execution of the Concession Agreement be paid by the Concessionaire? | We request a provision which provides that any Stamp Duty to be paid in connection with Concession Agreement, any amendments or modifications or counterparts thereto shall be borne by R&B Department (R&BD), Government of Gujarat (GoG). | Clause 3.1.2 (f) may please be read and referred to in true spirit. There is no change to the standard provision. |
| 18 | Article 4.1.2 (c)- Pg. no. 18 | Whether tree cutting clearances or permits shall be procured by the R&BD, GoG? | Kindly include tree cutting clearances/permits in the R&BD, GoG's Condition Precedent | Tree cutting permission has already been obtained. Also refer Article 11.4 for better understanding. |
| 19 | Article 4.1.3 Pg. no. 18 | CP to be satisfied by R&BD,GOG – Applicable permits relating to environmental protection and conservation of site Concessionaire <ul style="list-style-type: none"> Ministry of Finance/RBI – Approval for foreign investment and approval for import of machinery for operation and construction Department of Telecommunication – Setting up wireless systems/optical fibre cables | Additional requirements which concessionaire has to satisfy, which will be difficult “License from Inspector of factories or other competent Authority for setting up Batching Plant” is not covered. | Query is not clear. Provisions of DCA stands confirmed. |

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| | | <ul style="list-style-type: none"> Electricity – Permission for electrical connection and Permission from State Electricity Board and consent from State Pollution Board for installation of Diesel Generator Sewage Lines and Water Mains – Permission from Local Municipalities and Development Authorities Borrow Earth – Permission required from Village Panchayat and owner of land in case of private land | | |
| 20 | Article 4.1.3 (i)- Pg. no. 19 | Procuring and furnishing of all the insurances mentioned in Article 32 of the Agreement to R&BD, GoG as a Condition Precedent would be difficult. | Kindly remove 4.1.3 (i) from Conditions Precedent. | No change. |
| 21 | Article 4.1.4- Pg. no. 19 | Constitution of Dispute Review Board under Article 44.3 as a Condition Precedent for Appointed Date would be difficult in cases where the Parties are not able to agree upon the third member (chairman). | Kindly remove Dispute Review Board constitution from Conditions Precedent. | Not agreed, No change. |
| 22 | Article 4.3- Pg no. 20 | In case of substantial delay in achieving Conditions Precedents by either of Parties, there must be a provision to exit from the project. | Kindly add Article 4.4as follows- Without prejudice to other provisions of this Article, the Parties expressly agree that in the event the Appointed Date does not occur before the 1st anniversary of the date of this Agreement, for whatsoever reason, the Concession Agreement shall be deemed to have been terminated by mutual agreement of the parties. | Not agreed, No change. |
| 23 | Article 4.3- Pg. no. 19 | There is a difference in Damages to be paid by the Concessionaire and R&BD, GoG (under clause 4.2) on failure of fulfilment of Conditions Precedent The Article provides Damages in an amount calculated at the rate of 0.2% of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent by the Concessionaire to R&BD, GoG when | Kindly modify latter part of the Article as follows: “the Concessionaire shall pay to R&BD, GoG Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the | No change in DCA stipulations. |

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| | | R&BD, GoG has to pay Damages in an amount calculated at the rate of only 0.1% of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent. <u>Mirror clauses are preferred.</u> | fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security. | |
| 24 | Article 5 cl 5.1.1 , pg.no.21 Article 10 ,Page 33 | It is agreed that any change in Horizontal Alignment shall be within the Right of Way provided and the FRL's of the road and structures shall not be reduced/lowered than provided in alignment plan and Profile. Any modification in the horizontal land vertical alignment resulting in additional land acquisition by any agency at any part and stage of the project implementation is not permitted | In case of the Right of Way restrictions some features have to be compromised from Sch B minimum standards, or from SP 84 4 laning Standards and Specifications. Please permit the concessionaire follow the relaxation of standards based on available Right of Way. Please clarify | Annex-1 to Schedule D deviation in standards may be referred to. |
| 25 | Article 5.3 Pg.no.23 | In case the Selected Bidder is a single entity, such entity shall hold entire subscribed and paid up share capital of the Concessionaire. However it may with prior approval from R&BD, GOG reduce its shareholding below the entire subscribed and paid up equity of the Concessionaire after a period of two years from date of operation of the Project, subject to its continuing to hold 26% of the subscribed and paid up equity of the Concessionaire till end of the Concession Period Selected Bidder required to maintain paid up equity equal to at least 18% of the TPC till two years from Date of Operations of the Project | Full dilution is not possible as per this clause. Even for 26% after 2 years is with prior approval only. It is better to align it with NHAI MCA. | No change. |
| 26 | Article 10.3.4,Pg.no.35 | In case of delay of balance 20% of Right of Way other than Force Majeure or breach of this agreement, Damages payable to Concessionaire = 50 per day for every 1000 square KM commencing from 181st Day until such Right of Way is procured | Earlier 90 days was only required for procurement of balance 20%, in case if land is not handed over at all, how will COD be made? How much annuity will be paid in case land is not available – will it be proportionately reduced? | Delays are not expected. In case of delays, damage provisions will operate as stated in DCA. |

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| | | | Are damages payable linked to cost escalation? | |
| 27 | Article 11.2.1,Pg.no.37 | Responsibility of the Concessionaire to shift utilities which cause a Material Adverse Effect arising due to change in the design proposed by the Concessionaire and prior review by Independent Consultant. Any time and cost implication arising on this account shall be at the risk and cost of the Concessionaire | In case there is a delay in procuring approval and this delays COD? | Clause is self-explanatory. |
| 28 | Article 16 cl 16.6.1, Page 49 | Any Reduction in Scope of Project and sum saved there from, as determined by the R&BD, GoG, to be paid by the Concessionaire | At other projects only 80% of the amount saved is to be returned. Please modify | Not agreed, No change. |
| 29 | Article 17 cl 17.1.1 f, Page 50 | Major Maintenance such as resurfacing of pavements | As the pavement design is for 15 years and the concession period is for 12 years, hence Major maintenance is not required. Only periodic maintenance is required. Please remove the term major maintenance or resurfacing | No change in DCA stipulation. |
| 30 | Article 27 cl 27.5, Page 68 | <p>The First Installment of the Lumpsum Payment will be made to the Concessionaire upon completion of 10% pf the project road length as per the Road Cross Sections indicated in schedule B in the minimum continuous stretches of 5kms.</p> <p>As per Road cross sections indicated in Sch B, how this is interpreted please clarify Please replace the term completion with commencement</p> | <p>10% of project length is 6.075 km. Assuming 5 installments in 24 months construction period each instalment will be due in 4.8 months approximately 5 months.</p> <p>In 5 months 6.07km as per road cross section, implies completion upto the bituminous wearing course and installation of W beam crash barrier.</p> <p>In linear progress of Highway, culverts and earthwork are taken up in all available continuous stretches.</p> <p>BC cannot be laid at the 5th month as it will lead to damages during</p> | Please Refer Addendum-1, Sr. No. 3 (Concession Agreement). |

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| | | | <p>construction period as other other sections are under construction. Hence clarify how 10% project length progress is measured and up to what layers of road need to be completed</p> | |
| 31 | Article 27 cl 27.5, Page 68 | <p>The Second Installment of the Lumpsum Payment will be made to the Concessionaire upon completion of 35% pf the project road length as per the Road Cross Sections indicated in schedule B in minimum continuous stretches of 10 kms.</p> <p>As per Road cross sections indicated in Sch B, how this is interpreted please clarify Please replace the term completion with commencement</p> | <p>35% of 60.75 Km is 21.18 km In 10 months time 21 km out of which minimum 10 km continuous stretch have to be completed. This means all 21km to be in continuous stretch Again road cross section upto BC wearing course layers and W beam crash barrier with road marking to be completed. In road progress linearly progress is made in layers and Wearing course is taken up at last in continuous stretches to minimize construction joints and to avoid jerks unevenness on the road. Again road marking and sign board installations are done at the final finishing stages for the entire project to give the newly constructed feel. If road marking are done at the 10th month, due to ongoing construction activities the marking will fade off which requires rework to restore the marking</p> | Please Refer Addendum-1, Sr. No. 3 (Concession Agreement). |
| 32 | Article 27 cl 27.5, Page 68 | <p>The Third Installment of the Lumpsum Payment will be made to the Concessionaire upon completion of 50% pf the project road length as per the Road Cross Sections indicated in schedule B in minimum one</p> | <p>Here it is mentioned minimum one continuous 10 km stretch, and another 5km continuous stretch Road marking and sign board</p> | Please Refer Addendum-1, Sr. No. 3 (Concession Agreement). |

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| | | <p>continuous stretches of 10 kms. and another continuous stretch of 5 km</p> <p>The Fourth Installment of the Lumpsum Payment will be made to the Concessionaire upon completion of 75% pf the project road length as per the Road Cross Sections indicated in schedule B in minimum two continuous stretches of 10 kms.</p> | <p>installations are done at the final finishing stages for the entire project to give the newly constructed feel.</p> <p>Please specify except BC works, road furniture and road marking road work upto WMM shall be considered for Payment of installments.</p> <p>If only on completion of the works payment is made, then the payments will be eligible for us only after 15 months of work executed</p> | |
| 33 | Article 27.5, Pg.no.68 | <p>Instalment Amount Condition</p> <ol style="list-style-type: none"> 1. 12Cr - 10% of road length in min continuous stretches of 5KM + Maintenance + Safety Measures 2. 30Cr - 35% of road length in min continuous stretches of 10KM + Maintenance + Safety Measures +35% drawdown equity reqd for implementation 3. 17Cr - 50% of road length in min continuous stretches of 10KM + Maintenance + Safety Measures +50% drawdown equity reqd for implementation 4. 30Cr - 75% of road length in min continuous stretches of 10KM + Maintenance + Safety Measures +75% drawdown equity reqd for implementation 5. 27Cr on OD | <p>Linkage of Equity drawdown – cant it be based on milestones achieved?</p> | <p>Please Refer Addendum-1, Sr. No. 3 (Concession Agreement).</p> |
| 34 | Article 28.1.3, pg.no.70 | <p>Kindly include event clause in Bonus in Annuity similar to the Reduction in Annuity stated in clause 28.2.3. NHAI & other State Government Model Concession Agreement following the same manner only.</p> | <p>Kindly amend to include the following-</p> <p>The number of days by which COD preceded the Scheduled Four Laning Date, shall also include, as certified</p> | <p>Not agreed, No change.</p> |

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| | | | <p>by the Independent Engineer, the aggregate number of days of delay caused by:</p> <p>(i) Suspension or stoppage of Construction Works or part thereof by Authority or the Independent Engineer, for reasons not attributable to the Concessionaire;</p> <p>(ii) Force Majeure Event which is a Political Event; and</p> <p>(iii) Authority Event of Default</p> | |
| 35 | Article 28.5.1- Pg no. 71 | Reducing Damages, arising out of Article 28.5.2 for non-adherence to Environmental Management and mitigation measures, from Annuity is also to be restricted to undisputed sums. | <p>Kindly modify as follows-</p> <p>The aggregate sum of such Damages in an Annuity Payment Period shall be computed and certified by the Independent Engineer and aggregate sums of such Damages, to the extent undisputed by the Concessionaire, shall be reduced from its Annuity payment for the respective Annuity Payment Period.</p> | Modification not agreed. |
| 36 | Article 29.3- pg. no. 71 | In case of Capacity Augmentation, there must be means to ensure that the Termination Payment shall not be less than the sum of Annuity Payments remaining unpaid. | <p>Investment on the Project have already been made with refund expectation calculation then the Capacity Augmentation Termination will affect the viability and Bankability. Hence Kindly add a proviso as follows:</p> <p>Provided that such Termination Payment shall in no case be less than the sum of Annuity Payments remaining unpaid for and in respect of the Concession Period.</p> | Clause references are not relevant, therefore not agreed. No change. |

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| 37 | Article 32, Pg.no.77 | <p>List of Insurance Required-</p> <ul style="list-style-type: none"> • Cargo Insurance during Transport • Project Highway All risks Insurance • Third Party Liability Insurance • Professional Liability Insurance • Automobile Liability Insurance • Workers' Compensation • Employer's Liability <p>R&BD GOG, will be named as the co-insured under all insurance policies taken out by the Concessionaire except for the Third Party Liability Workers Compensation and Employers Liability Insurances and the Concessionaires Subcontractors shall be named as co-insured under all insurance policies taken out by Concessionaire pursuant to Article 32 (Except for Cargo Insurance taken out during Transport, Workers' Compensation and Employer's Liability Insurance).</p> | <p>Professional Liability and Employer's Liability have not been covered earlier.</p> <p>Previously procurement of Insurance was not a Conditions Precedent.</p> <p>Concessionaire's subcontractors as co-insured</p> | Article 32 and relevant DCA provisions has to be followed. |
| 38 | Article 34.6.3- Pg. no. 85 | It is agreed that no extension in Concession period shall be granted in case of Force Majeure event occurs after OD. | It is understood that no reduction in Annuity payment for that period. | This particular clause is for Concession period. Clause 34.7 may please be referred for Annuity payments. |
| 39 | Article 34.7.2- Pg. no. 86 | Annuity Payments during the subsistence of Force Majeure is subject to Lane availability. | <p>The Annuity payments should be independent of Lane availability during Force Majeure. Kindly amend the last para as follows:</p> <p>“Notwithstanding anything hereinabove, R&BD, GoG will continue to make the Annuity payments to the Concessionaire during the subsistence of Force Majeure.”</p> | Proposed amendment is not accepted. |
| 40 | Article 37.3.1- Pg | The provision providing that no Termination Payment | Kindly amend to include the | Proposed amendment is not |

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| | no. 103 | shall be due and payable on account of a Concessionaire Default occurring during Construction Period is highly prejudicial. | following- Upon Termination on account of a Concessionaire Default during the Operation Period, the R&BD, GoG shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 100% (hundred per cent) of the Debt Due less Insurance Cover and 90% of Adjusted Equity; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. | accepted. |
| 41 | Article 37.3.2- Pg No. 93 | In case of R&BD, GoG Default, there must be means to ensure that the Termination Payment shall not be less than the sum of Annuity Payments remaining unpaid. | Investment on the Project have already been made with refund expectation calculation then the Capacity Augmentation Termination will affect the viability and Bankability. Hence Kindly add a proviso as follows: Provided that such Termination Payment shall in no case be less than the sum of Annuity Payments remaining unpaid for and in respect of the Concession Period. | Proposed amendment is not accepted. |
| 42 | Article 48, Pg.no.119 | “Average Daily Annuity” means the amount of first Annuity to be paid to the Concessionaire divided by 180 days. The term first Annuity will create more interpretations. Generally all Annuities to be paid to the Concessionaire divided by 180 days only. | Kindly remove the term first Annuity or Clarify the R&BD GOG interpretation for the same | Please Refer Addendum-1, Sr. No. 5 (Concession Agreement). |

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| 43 | Article 48, Pg.no.119 | Estimated Construction Cost shall mean the cost of the construction works as estimated and provided in the RFP exclusive of financing costs. In RFP only 353.25 crores is mentioned as Estimated Project Cost only | Estimated construction cost is not mentioned in the RFP. Please provide. | Please Refer Addendum-1, Sr. No. 7 (Concession Agreement). |
| Schedules – Volume III | | | | |
| 44 | Sch A, Page no.2 | Railway Crossings In preliminary studies we have observed that the existing railway level crossing and railway gates are less than the proposed road 4 lane width. | Clarify the scope of concessionaire at these locations. | At-grade railway crossings with widening of gates as per cross section are envisaged. Railway authorities have been requested to increase the width of gate opening to match the improved highway. |
| 45 | SCh A, Appe III, page 3 | It is mentioned ROW as 30 m | Please clarify whether it is existing ROW or proposed ROW. Proposed ROW is not mentioned in the Schedules | 30 m is existing ROW. Land acquisition is not envisaged. |
| 46 | Sch A-Annex-I Appendix-III,pg.no.3 | This clause indicates a 30m along the corridor with a width of 26m for construction. Please clarify whether this land is concentric to existing centreline or not. | Please clarify whether it would be required to consider any TOE walls to limit construction within 26m | In general land availability is concentric to existing centreline. Yes, where required Toe walls are to be considered. |
| 47 | SchA: Appendix IVA,Pg.no.5 | This clause indicates at having good pavement condition between Km 127-Km 135. Sch B recommends reconstruction from Km 129-135. | Please clarify. | Visual surface condition is stated at first place. It is envisaged to have reconstruction as per structural analysis and requirement. |
| 48 | SCh A, Appe IVA, page 6 | Between 153 to 154 Km the difference between road top level and existing ground level is mentioned as – 0.2 m Similarly between 108 to 109km it is mentioned as - 0.5m | We understand subgrade raising is not required at these location | It is visual observation from inventory. However raising of sub-grade is not required but ensuring adequate drainage as per RFP is required. |
| 49 | SCh A, Appe IVA, page 6 | In this table at many locations the difference between road top level and existing ground level is not mentioned and left blank | Please furnish the levels | This section pertains to visual road inventory. Irrespective of recognisable level difference, it is |

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| | | | | suggested that in addition to referring to Reference Drawing volume bidder must have his own site assessment. |
| 50 | SCh A, Appe IVB, page 8 | Details of Traffic Volume Count Survey | Please specify the month and year of traffic survey conducted | Please go through provided reference DPR, it gives specific date, month and year of survey as well. |
| 51 | SCh A, Appe IVC, page 8 | Geometrically deficient curves radius <230m to be improved | Please specify within 30 m ROW how it can be improved | In addition to the reference drawing volume bidder must have his own designs within available ROW. |
| 52 | SCh A Appe IVE, , page 11 | List of Minor Junctions are mentioned as 52 We understand only these 52 minor junctions are to be improved | Please confirm | This is inventory of minor junctions/intersections. The bidder may however have his own assessment before bidding. |
| 53 | SCh A, Appe IVF, page 12 | Existing bus stops to be demolished | Any salvage value items will be taken by concessionaire. Please confirm | Yes it is agreed. Any salvage value items will be taken by concessionaire. |
| 54 | Sch B General | This clause indicates FRL provided in Plan & Profile drawings shall not be reduced/lowered. However, if concessionaire chooses to improve design standards and specification he can adopt changes based on Schedule-D. 1. Please clarify whether the enclosed plan & profile drawings are drawn as per manual requirement of IRC SP 84 or not 2. The given Profile drawings indicate at adopting SSD criterion for profile design for most of length. Please clarify whether it is sufficient to adopt same standards as given in Plan & profile drawings even though they do not meet the minimum standard requirements as given in Schedule B. 3. Please clarify whether ISD shall be followed in | Please clarify. | Project development is expected within available ROW of 30m and construction width of 26m as per RFP stipulations in rural sections and 30m in urban sections. Drawings provided are for reference. As per RFP, enhancements may be attended beyond minimum stated requirements. Please Refer Addendum-1, attached Schedule B therewith. |

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| | | profile design or not. | | |
| 55 | Sch B Annex-I Clause 4.1 | TCS drawings to be developed are given in appendix I. Please clarify whether these are mandatory to be followed or not. | Please clarify. | Cross sectional elements are mandatory. |
| 56 | Sch B, Cl 4.4.9 Page 9 | Recycling of pavement, Concessionaire shall recycle a minimum of 20% of the excavated pavement (86000 cum) | 20% of 86000 cum is 17200 cum. Is this quantity to be recycled. Whatever is excavated in that 20% to be recycled, how the excavated quantity will be measured Please illustrate with recycling quantity numbers | Pavement reconstruction length itself provides major opportunity for recycling. It is expected that Concessionaire demonstrates green concept with recycling from all pavement excavations. Please refer to Addendum-1, attached Schedule B, C and D therewith. |
| 57 | Sch B Cl 4.14.1 page 7 | Noise barriers, can the concessionaire adopt the provision of Noise barriers made of Synthetic material, it is aesthetically pleasing and easy to maintain when compared to masonry walls | Please confirm noise barrier alternate material usage | The Concessionaire may adopt alternative material with the concurrence of IC/R&BD-GOG without any change in scope and variation. |
| 58 | Sch B Cl 4.14.4 page 7 | Km 140 to 161+400, as part of landscaping vertical creepers to be provided. The schematic and the type of creeper and the spacing is not mentioned. | Please provide the additional information required for the provision of vertical creeper | Type of creepers and spacing shall be decided in consultation with IC/R&BD-GOG. Please refer to Addendum-1, attached Schedule B and C therewith. |
| 59 | Sch B Cl 4.14.5 and 4.14.6 page 8 | Solar street lighting and solar powered water fountain motor, for energy requirement need to install large panel of PV panels. Will the land for installing solar panels will be given to the concessionaire without any additional expenses At Vijapur 2800m and at Himatnagar 2500 m Street lighting is to be provided which require huge solar power banks | Please clarify | Within available ROW, the Concessionaire is given design freedom with opportunity to partner greener cause. |

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| 60 | Sch B Annex-I Clause 4.2 Clause 4.10, pg.no.4 | <p>Clause 4.2 states that Alignment plan and profile are indicated in volume IV of RFP.FRL of road and structures shall not be lowered than provided in Plan & Profile drawings followed by requirements of Schedule D.</p> <p>Any change in horizontal and vertical alignment resulting in additional land is not permitted.</p> <p>Change in design shall not adversely affect the access to adjoining properties in urban/Semi Urban areas. Change in design shall not affect the hydraulic requirement.</p> <p>The above provisions are ambiguous with each other.</p> <p>Please confirm that geometric design followed in plan & profile drawings satisfy and all design requirements and state clearly whether it is sufficient to follow given Plan & profile drawings or it is required to (Raise the profile) improve the geometry based on Schedule D requirements of adopting ISD criterion.</p> | <p>Please be specific about same as improving profile may involve huge amount of PCC and toe wall requirements.</p> | <p>Project development is expected within available ROW of 30m and construction width of 26m in rural sections and 30 in urban sections as per RFP stipulations. Drawings provided are for reference. As per RFP, enhancements may be attended beyond minimum stated requirements.</p> <p>Please Refer Addendum-1, attached Schedule B, C and D therewith.</p> |
| 61 | Sch B Annex-I Clause 4.3,pg.no.5 | <p>This clause indicates at doing pavement design as per Sch D. This clause also indicates minimum pavement thickness to be adopted for project vide Appendix-II and indicates that WMA shall be adopted for the project as a trial basis:</p> <p><i>Since it is an annuity project and maintenance is with concessionaire for concession period, freedom shall be given to concessionaire for undertaking designs and providing crust for new pavement and overlay. Please clarify.</i></p> <p>Please indicate whether VG 30 or VG 40 to be adopted in the project and similarly the reliability level 80% or</p> | <p>Please clarify.</p> | <p>Design freedom rests with Concessionaire while minimum standards are also to be followed.</p> <p>VG 40 bitumen has to be adopted. Designs shall be carried out as per RFP stipulations with the approval of IC.</p> |

| Sl No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries |
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| | | <p>90% to be adopted for pavement design needs to be specified.</p> <p>Please specify the minimum MSA for pavement design to be done.</p> <p>Minimum subgrade CBR of 9% is mentioned. Can higher CBR be adopted and crust thickness be altered?</p> <p>PCC thickness to be adopted (as 20mm to 40mm) is specified in Appendix II. Please clarify whether these thickness satisfy the Profile given with Plan & profile drawings.</p> <p>In the latest IRC: 37-2012, Various pavement design options suggested. Please clarify whether it is allowed to adopt alternative new materials and design the crust thickness as per IRC 37- 2012 or not.</p> <p>Please clarify whether pavement crust thickness can be modified based on actual requirements of traffic and subgrade strengths and alternative materials</p> <p>It is mentioned to adopt WMA on trial basis. Please clarify whether concessionaire can adopt other latest techniques for rehabilitation of pavement like cold recycling etc.</p> | | <p>Please refer to Addendum-1, attached Schedule B, C and D therewith.</p> <p>For pilot section identified for WMA has to be with same technology only.</p> |
| 62 | <p>schedule B Cl 4.3,Appendix –II ,pg.no.5</p> | <p>As per Cl 4.3 of schedule B; Requirements for the various pavement layers of the project highway are given in Appendix-II. These are minimum thickness requirements that the concessionaire needs to be provided for the project highway As per Appendix –II of pavement schedule: The pavement crust shown above is indicative to be</p> | <p>These two clause are contradictory each other.</p> <p>Please clarify whether the crust thickness for widening and existing section given in schedule-B shall be adopted or crust thickness shall be</p> | <p>Design freedom rests with Concessionaire while minimum standards/layer thicknesses as stipulated are to be followed.</p> <p>Please Refer Addendum-1, attached Schedule B and D therewith.</p> |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries |
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| | | provided for the project highway. | adopted based on IRC 37/ IRC 81 code? | |
| 63 | schedule B Cl 4.3,pg.no.5 | Pavement design shall be till end of concession period | Cl 5.4.1 of IRC: SP 84-2014 is allowing the 10 years design period for Bituminous surface. Please clarify. | No change. |
| 64 | Sch B Annex-I Clause 4.10,pg.no.6 | <p>This clause indicates that horizontal and vertical alignment design shall be done to improve geometry and sight distances as per Schedule D.</p> <p>The given Plan & profile drawings does not satisfy the minimum design standards requirements as –per schedule D.</p> | Please include a deviation to Schedule D and include specific locations where standards in Schedule D can be deviated while doing geometric design. | <p>Project development is expected within available ROW of 30m and construction width of 26m in rural sections and 30m in urban sections as per RFP stipulations. Drawings provided are for reference. As per RFP, enhancements may be attended beyond minimum stated requirements.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 65 | Schedule B: Annex-II: Minimum Design Standards,pg.no.12 | <p>The minimum geometric standards included for project are:</p> <ul style="list-style-type: none"> • Sight distance shall be in accordance with ISD (desirable 360m) and in no case shall be less than SSD (minimum180m) • Minimum Radius : 360m • Minimum Distance between PVI: 150m • Minimum Length of Vertical curve :60m • Minimum K Value for Sag: 45 • Minimum K value for Summit: 75 • Central Median: 1.2m <p>Please clarify all the above requirements have been followed in given Plan & Profile drawings. If ISD is to be adopted (desirable), K value will be 130 for 100 Kmph. Please clarify the contradictions in above minimum standards</p> | Please clarify. | <p>Project development is expected within available ROW of 30m and construction width of 26m in rural sections and 30m in urban sections as per RFP stipulations. Drawings provided are for reference. As per RFP, enhancements may be attended beyond minimum stated requirements.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 66 | Schedule B: | The minimum Pavement Design standards included for | Please clarify. | Design freedom rests with |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries |
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| | Annex-II: Minimum Design Standards pg.no.12 | <p>project are:</p> <ul style="list-style-type: none"> • Design period 15 years, with a overlay at 8th/14th years • VDF are included and total commercial vehicles as 1500 without split • Design CBR 9% • Overlay to be designed as per IRC 81-1997 • Minimum Characteristic deflection to be 1.5mm <p>Please clarify all the above requirements have been followed in pavement design thickness provided.</p> <p>Please clarify grade of bitumen to be adopted and reliability levels.</p> <p>What is necessity of adopting 1.5mm as minimum deflection if less that is obtained. Please give liberty to design as per actual requirements at site.</p> <p>Maintenance requirements (Schedule K) indicate at a overlay at every 5th/ 6th years where as above standards indicate at 8th/14th year.</p> | | <p>Concessionaire while minimum standards/layer thicknesses as stipulated are to be followed.</p> <p>Please Refer Addendum-1, attached Schedule B and D therewith.</p> |
| 67 | Schedule B: Appendix-II: TCS drawings | <p>All TCS indicates at a median width of 0.8m whereas standards indicate at 1.2m as minimum width. Please clarify.</p> <p>TCS drawings do not clearly indicate at providing raised median width kerbs. Please clarify the same.</p> <p>Is it mandatory to follow given crust layers in TCS drawings or the same can be designed as per IRC 37-2012</p> | Please clarify. | <p>Cross sectional elements are mandatory.</p> <p>Refer to deviations from Standards for narrow median.</p> <p>Design freedom rests with Concessionaire while minimum standards/layer thicknesses as stipulated are to be followed.</p> <p>Please Refer Addendum-1, attached Schedule B and D therewith.</p> |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries |
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| 68 | Schedule B: Appendix X-II | These indicate at locations of Noise Barriers. | Please specify the length of barriers required at each location. | Please Refer Addendum-1, attached Schedule B and C therewith. |
| 69 | Sch B Annex-I Clause 4.14.5,pg.no.8 | Solar lighting with 30 Lux to be provided. Please specify the locations where street lighting to be given. | Please clarify that 30 Lux is average lighting requirement along the corridor. | 30 Lux is average requirement. For locations and length please refer to Reference Drawings and EMP part of DPR (Table 3.2). Please Refer Addendum-1, attached Schedule B and C therewith. |
| 70 | Sch B Annex-I Clause 4.14.6,pg.no.8 | Please specify the requirements of Solar Fountain to be constructed. Specifications are required for solar system, pumping system etc. Please include a drawing for fountain. | Please Specify | Designs through specialised agencies and approval from IC/R&BD-GOG are envisaged. Please Refer Addendum-1, attached Schedule B and C therewith. |
| 71 | Sch B Annex-I Clause 4.14.7.pg.no.8 | Please specify the exact number of at-grade cattle zones to be provided along the corridor. Please elaborate scope for same. Please include a drawing for same. | Please Specify | Provision of cattle crossing zones is with installation of start and end cautionary signs (Type S-52, page no. 243, Vol IV). Please refer to Reference drawings, Vol IV, Page 77 and 78 for such at-grade cattle zones. |
| 72 | Sch B Annex-I Clause 4.14.9,pg.no.9 | Recycling of pavement to a tune of 86300 cum. Does this include only Bituminous material or include granular layers also? The pavement design clause and TCS indicates at overlay with PCC for most of length except for reconstruction at Km 129-135. Please clarify the exact length for recycling. Can recycling be adopted in place of simple overlay with PCC. | Please clarify | Please Refer Addendum-1, attached Schedule B and C therewith. Only utilisation of excavated suitable material is envisaged in recycling. |
| 73 | Sch B | Please specify the exact locations and scope for | Please Specify | Please refer to Schedule L of RFP. |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries |
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| | Annex-I Clause 4.14.13,pg.no.9 | monitoring GHG emission. What is GHG emission? Is it required for concessionaire to collect environmental data for monitoring? What is vendor agency and who will appoint the same? | | GHG: Green House Gases For clear understanding provided DPR be referred, EMP volume. Please Refer Addendum-1, attached Schedule B and C therewith. |
| 74 | Sch B Annex-I Clause 5.1,pg.no.10 | It is mentioned that R& BD is obliged to handover existing ROW and any land beyond existing ROW will be risk of concessionaire. Please clarify whether land is already available as per schedule A mentioned in appendix –III or not. Please clarify whether R& BD acquire requisite land and hand over to concessionaire as per proposed TCS and developments or the existing ROW itself is sufficient to accommodate all improvements. | Please clarify. | Land acquisition is not envisaged. Available ROW width is 30m and construction width of 26m in rural sections and 30m in urban sections is proposed. Project development has to be carried out as per RFP. |
| 75 | Sch B Annexure II page 12 | Minimum Design Standards, It is mentioned in sl no 12, side walk shall be 1.50 m wide. This provision cannot be made in existing minor bridges and major bridge. Please delete this item | Please remove the items | Please Refer Addendum-1, attached Schedule B and D therewith. |
| 76 | Sch B Annexure II page 12 | Minimum Design Standards, SI No 13, Central median raised in Urban section min 1.20 m. In all the cross section drawings provided 1.20 m raised median is not specified. Please delete this item, as it specifies as minimum requirement there may arise a situation where Authority may insist the concessionaire to provide 1.2 m median throughout the project length | Please remove the items | Refer to deviation in standards as Annex-1 to Schedule D. It is confirmed that cross section as given need to be followed to this respect. Please Refer Addendum-1, attached Schedule B and D therewith. |
| 77 | Sch B Annexure II page 12 | Minimum Design Standards, SI No 16, Length of storage lane is 160 m. In Sch D deviations from the manual sl no 7 it is mentioned Shelter lanes are not provided because of | Please remove the items | Please Refer Addendum-1, attached Schedule B and D therewith. |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries | | | | | | |
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| | | restricting the cross section in available right of way. These are contradicting each other. Please delete the storage lane 160 m in minimum standards | | | | | | | | |
| 78 | Sch B & C | Project facilities as specified in Schedule B and Schedule C only shall be adopted | Please Clarify | As per RFP Schedule B is to be followed for scope along with Schedule C for project facilities. | | | | | | |
| 79 | Sch B Annexure II page 13 | Pavement design including Paved shoulders Paved shoulder will have same thickness and composition as main carriageway | As paved shoulder is not present please remove the term. This will lead to interpretation issues at a later stage | Please Refer Addendum-1, attached Schedule B therewith. | | | | | | |
| 80 | Schedule B: Annex-II: Minimum Design Standards,pg.no.12 | <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Description</th> <th>Standards for Four lane</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Design speed except traffic calming zones) Rural Urban</td> <td>100/80 60/50</td> </tr> </tbody> </table> | Sl. No | Description | Standards for Four lane | 1 | Design speed except traffic calming zones) Rural Urban | 100/80 60/50 | Please clarify if the land is not available to maintain the design speed of 100/80 in rural area and 60/50 in urban area, is concessionaire is allowed to design the speed less than 80/50 kmph? | Please Refer Addendum-1, attached Schedule B therewith. |
| Sl. No | Description | Standards for Four lane | | | | | | | | |
| 1 | Design speed except traffic calming zones) Rural Urban | 100/80 60/50 | | | | | | | | |
| 81 | Schedule B: Annex-II: Minimum Design Standards,pg.no.12 | <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Description</th> <th>Standards for Four lane</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Shoulder width (Either side)</td> <td>1.0 to 1.5m</td> </tr> </tbody> </table> | Sl.No | Description | Standards for Four lane | 2 | Shoulder width (Either side) | 1.0 to 1.5m | Please clarify weather paved shoulder or earthen shoulder? | Please Refer Addendum-1, attached Schedule B therewith. |
| Sl.No | Description | Standards for Four lane | | | | | | | | |
| 2 | Shoulder width (Either side) | 1.0 to 1.5m | | | | | | | | |
| 82 | Schedule B: Annex-II: Minimum Design Standards,pg.no.12 | <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Description</th> <th>Standards for Four lane</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Super elevation (Maximum)</td> <td>7%</td> </tr> </tbody> </table> | Sl. No | Description | Standards for Four lane | 4 | Super elevation (Maximum) | 7% | As per Cl 2.9.3 of IRC: SP 84-2014, the super elevation shall be limited to 5% if radius of curve is more than desirable. If the super elevation is designed upto 7% the same shall be included in schedule-D as deviation. Please Clarify? | Please Refer Addendum-1, attached Schedule B therewith. |
| Sl. No | Description | Standards for Four lane | | | | | | | | |
| 4 | Super elevation (Maximum) | 7% | | | | | | | | |
| 83 | Schedule B: Annex-II: Minimum Design | | As per IRC SP: 84-2014, ruling gradient is limited upto 2.5%. Please conform if the concessioner is allowed | Please Refer Addendum-1, attached Schedule B therewith. | | | | | | |

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| | Standards,pg.no.12 | <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Description</th> <th>Standards for Four lane</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>Maximum gradient</td> <td>3.3%</td> </tr> </tbody> </table> | Sl. No | Description | Standards for Four lane | 8 | Maximum gradient | 3.3% | to design for ruling gradient upto 3.3%. Please clarify? | | | | | |
| Sl. No | Description | Standards for Four lane | | | | | | | | | | | | |
| 8 | Maximum gradient | 3.3% | | | | | | | | | | | | |
| 84 | Schedule B: Annex-II: Minimum Design Standards,pg..12 | <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Description</th> <th>Standards for Four lane</th> </tr> </thead> <tbody> <tr> <td rowspan="3">16</td> <td>Length of storage lane (including taper) for right turning</td> <td>160 m</td> </tr> <tr> <td>Minimum length of acceleration lane</td> <td>120 m</td> </tr> <tr> <td>Minimum length of deceleration lane</td> <td>90 m</td> </tr> </tbody> </table> | Sl.No | Description | Standards for Four lane | 16 | Length of storage lane (including taper) for right turning | 160 m | Minimum length of acceleration lane | 120 m | Minimum length of deceleration lane | 90 m | Acceleration and deceleration lane length is specified in the table of Annexure-II of schedule-B. But some of the major junction drawings given in Appendix-IV, acceleration and deceleration lane is not shown in the drawing. Please clarify the same. Also clarify acceleration and deceleration lane is required to be provided minor junction also? | Please Refer Addendum-1, attached Schedule B therewith. |
| Sl.No | Description | Standards for Four lane | | | | | | | | | | | | |
| 16 | Length of storage lane (including taper) for right turning | 160 m | | | | | | | | | | | | |
| | Minimum length of acceleration lane | 120 m | | | | | | | | | | | | |
| | Minimum length of deceleration lane | 90 m | | | | | | | | | | | | |
| 85 | schedule B Cl 4.3 | Pavement design shall be till end of concession period | Cl 5.4.1 of IRC: SP 84-2014 is allowing the 10 years design period for Bituminous surface. Please clarify. | No change. | | | | | | | | | | |
| 86 | Schedule-B, TCS | As per schedule –B typical cross section in hard shoulder above GSB layers 255mm closed graded and 125mm Filter layer shown. | As per IRC: SP 84-2014, there is no specific class to provided GSB on top of the hard shoulder. Please clarify. | No Change. | | | | | | | | | | |
| 87 | Cl 1.1 of Schedule-B | The paved width is given 14.5m and 22.0m. | As per Cl 2.5.1 of IRC: SP 84-2014 the minimum kerb shyness width shall be 0.5m. in the case of 0.5 shyness the paved with shall be 15m and 23.0m. please clarify | Refer to deviation in standards as Annex-1 to Schedule D. Shy distance of 0.25m is re-confirmed. | | | | | | | | | | |
| 88 | schedule-B Cl 4.13 | Metal beam crash barrier shall be installed on either side of the shoulder edge all through the length of the project corridor. | As per cl 9.7.1 of IRC: SP 84-2014 the road side crash barrier is required only where embankment height is more than 3m and where curve radius lesser than 450m. Please clarify. | Please Refer Addendum-1, attached Schedule B, C and D therewith. | | | | | | | | | | |

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| 89 | Schedule-B, Appendix-IX | In case 4 lane divided carriageway, median drain at super elevated section with proper outfall connections. | In most of the project length, width of median is only 0.8m and for entire length median crash barrier is proposed on the median. Since crash barrier vertical post is placed on the median, median drain cannot be accommodated for 0.8m width. Please confirm the same. | Please Refer Addendum-1, attached Schedule B, C and D therewith. |
| 90 | TCS of Schedule-B | Drain type/ width/ depth | Pipe drain shall be proposed instead of box drain? Dimension of box drain can be modified according hydraulic design? Please clarify. | Width and type as box is mandatory, depth shall go as per appropriate hydraulic designs. |
| 91 | Schedule-B | Miscellaneous drawings (Junction/ Drain/ Traffic signage/ culvert/ bridges, etc) given in the schedule-B | The drawings given in the schedule-B, can be modified according to the concessionaire designs or the drawings shall be followed without detailed design given in schedule-B. | Please Refer Addendum-1, attached Schedule B therewith. |
| 92 | TCS Type-A and Type-B of schedule-B | TCS type-A and Type-B given in schedule | The TCS type-A and Type-B given in schedule are observing similar provisions between two TCS. Please clarify. | Please Refer Addendum-1, attached Schedule B therewith. |
| 93 | TCS Type-A to Type-H, schedule-B | Median Divider (800mm) | In all the TCS given schedule-B, median divider is not shown in the drawing, only double beam median crash barrier is placed on the pavement top. Please clarify the same. | Please Refer Addendum-1, attached Schedule B therewith. |
| 94 | Annexure-II, Pavement design standards, schedule-B | Paved shoulder composition as per main carriageway | As per TCS paved shoulder provision is not there, please clarify. | Please Refer Addendum-1, attached Schedule B therewith. |

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| 95 | Annexure-II, Pavement design standards, schedule-B | Commercial vehicle not less than 1500 and VDF is given in the table | Please clarify MSA shall be calculated based on schedule-B of traffic data and VDF or as per concessionaire actual traffic survey and VDF? | Please Refer Addendum-1, attached Schedule B therewith. |
| 96 | Sch B & C | Parking Schedule table contains 21 locations provided in the drawing schedule. This parking schedule scope of work is not mentioned in Sch B or Sch C. Please explain what sort of construction to be carried out in these parking schedule. Is the land beyond 26m construction zone is available | Please clarify | It is parallel parking in habitation sections. |
| 97 | Sch B Appendix XIII page 83 | Oil Interceptors shall be provided in the vehicle parking areas, vehicle repair area workshops and nearby waterbodies to the construction camp. Construction camp, vehicle repair area and workshop all these are related to the site camp establishments only, required during the construction period | Oil interceptors need to be provided during the construction period at the camp sites facilities only. Please confirm | Yes |
| 98 | SCH I tests cl 1.2 | Independent Engineer shall undertake visual and physical check of Two laning | It has to be 4 laning, please correct the same | Please Refer Addendum-1, Sr. No. 11 (Schedules). |
| 99 | SCH I tests cl 1.2 | It is mentioned the permission to cut roadside trees are not issued by Forest Department GOG. Without tree cutting the road cannot be widened. | Please clarify the present status | Tree cutting permission has already been obtained. |
| | General | | | |
| 100. | General | What is the status of pre-construction activities, such as land acquisition, utility relocations and necessary Environmental clearances? | Kindly confirm | Land Acquisition: Not envisaged. Utility Relocations: Electrical in advanced stages. Tree cutting permission has already been obtained. |
| 101. | General | | Please give the current status. | Km 135 section, it is located at 13 m from centreline on one side only. Although liaison with concerned authority is underway but it may have to be accommodated during |

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| | | | | construction. Km 161 section, it has to be accommodated within construction appropriately. |
| 102. | General | What is the status of pre-construction activities, such as land acquisition, utility relocations and necessary Environmental clearances? | Kindly confirm | Land Acquisition: Not envisaged. Utility Relocations: Electrical in advanced stages. Tree cutting permission has already been obtained. |
| 103. | General | The project road is flanked by Sabarmati Gas Pipe line between Km 135.2-142 and Km 161-163.7 and we have observed from the site visit the Irrigation pipes also found in the ROW. If any delay in the shifting of the same will leads to project delay. Hence request you to kindly confirm the current status and kindly request you to handover 80% of encumbrance free land on Appointed date. | Please give the current status. | Km 135 section, it is located at 13 m from centreline on one side only. Although liaison with concerned authority is underway but it may have to be accommodated during construction. Km 161 section, it has to be accommodated within construction appropriately. |
| 104. | Tree cutting | It is understood from the pre-bid meeting held on 19/10/15 that the clearance for the tree cutting is obtained and 9656 trees to be cut and 516 trees to be transplanted. Considering the huge number of trees to be cut, this activity has to commence immediately to give encumbrance free land on Appointed date. | Please give us the current status of tree cutting & Progress made. | Tree cutting permission has already been obtained. Process for Removal and Transplantation is initiated. |
| 105. | Concession Agreement – Volume II | | Please give us the current status of tree cutting & Progress made. | Tree cutting permission has already been obtained. Process for Removal and Transplantation is initiated. |
| 106. | Article 32, Pg.no.77 & 79. | Insurance | Concessionaire is not aware of R&BD, GOG liability, hence it cannot | Standard practice as per Concession Agreement. No Change. |

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| | | Employer's Liability In accordance with the requirements of the Applicable Law. e.g. R&BD,GOG's Liability: In accordance with the requirements of the Applicable Law of India. | be covered. All liability will be limited to the Concessionaire only. | |
| 107. | Schedules – Volume III | | Concessionaire is not aware of R&BD, GOG liability, hence it cannot be covered. All liability will be limited to the Concessionaire only. | Standard practice as per Concession Agreement. No Change. |
| 108. | Sch A, Page no.2 | Railway Crossings As a result of road widening in Level crossing location leads to additional cost which as not considered in DPR estimates. Hence please revise the cost accordingly for providing 14m width Railway Crossing. | Please revise the cost accordingly. | At-grade railway crossings with widening of gates as per cross section are envisaged no revision in cost is necessary. Railway authorities have been requested to increase the width of gate opening to match the improved highway. |
| 109. | Schedule B Cl 4.3,Pg.no.5 | As per IRC: SP 84-2014 Stage construction is allowed. Accordingly, Can we design the base layer up to WMM for 15 years and Top Bituminous layer for 10 years. | Please Confirm, to permit stage construction to be adopted. | Please Refer Addendum-1, attached Schedule B therewith. |
| 110. | Schedule B Cl 4.3,Pg.no.5 | Our initial enquiries for Solar lighting revealed that initial cost is high and power backup also will not be adequate to run continuous 12hrs. | Please Confirm, can we adopt conventional street lighting by electrical power which will be reliable. | Conventional street lighting is not permitted. Scope stipulations remain unchanged. |
| 111. | Schedule-B Pavement Design | It is specified to consider minimum 1500 Vehicles with the VDFs given. All together VDFs given for 6 types of Vehicles i.e. Minibus, bus, LCV, 2A, 3A and MA. | Please Clarify | Please Refer Addendum-1, attached Schedule B therewith. |

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| | | <p>Please specify the composition of each mode in the 1500 vehicles</p> <p>Please clarify that the 1500 vehicles are the vehicles after construction period or before construction period.</p> | | |
| 112. | Schedule-B, appendix-IX | <p>Close Lined drain Cross Section has been provided in this appendix.</p> <p>Side walls and bottom slab thickness is shown as 250mm.</p> <p>Please give liberty to the contractor to design the drain cross sections.</p> | Please Clarify | Side drains need to be provided on both sides of the carriageway depending on topographical condition/hydrology. These are expected to be accommodated within available width. |
| 113. | Schedule-B, appendix-IX | <p>As per TCS Schedule Drain cum Foot path is provided in two TCS Types; and remaining all cross sections does not show neither Footpath not Footpath Cum drain.</p> <p>Drawing volume shows about 14.67 km Foot path length and 10.022km length of Foot path cum Drain.</p> | Please clarify the footpath length and Foot path cum Drain length. | Length of foot path as 14.670 km and Length of foot path cum drain as 10.022 km are estimated. |
| 114. | Schedule – B, Appendix – VI | In the list of Bridges to be improved by concessionaire, the width of new Bridges / Widened Bridge is not shown. The GAD attached in the schedules mentioned the overall width as 21m (including median). But the width as per the 4 lane manual - IRC-SP-84-2014 is 2x12m excluding median. | Please clarify. | Please Refer Addendum-1, attached Schedule B therewith. Overall width of structure shall be framed within corridor of impact (26 mt/as available). |
| 115. | Schedule – B, GAD, Page no. 68 | The drawing attached is for concrete jacketing of substructure. Is it required to do this jacketing for all stone masonry Substructure? Please clarify as the drawing doesn't specify any chainage. | Please clarify. | Please Refer Addendum-1, attached Schedule B therewith. |
| 116. | Schedule – B, Appendix – VI. | The General arrangement drawing, reinforcement detailing's, Floor protection work, crash barrier | Please clarify. | Please Refer Addendum-1, attached Schedule B therewith. |

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| | | detailing's, Hand rails, Widening detailing's, Wing walls, Repairing detailing's, Concrete jacketing and other structural item detailing's provided in the schedule – B for the improvement proposal at the respective chainage has to followed typically by the Concessionaire. | | |
| 117. | Schedule – B, Appendix – VI. | If the Concessionaire follows the typical drawings/GAD of culverts and Bridges provided in the Schedule – B for the respective improvement proposal, then is it required to submit separate design & drawing to Independent Consultant. | Please clarify. | Please Refer Addendum-1, attached Schedule B therewith. |
| 118. | Schedule – B, Appendix – VI. | Is the repairing work of the existing bridge at Ch – 146+700 has to be carried out as per Section – 7.22 (i) & (ii) of IRC: SP: 84 -2014. | Please clarify. | Yes, it is to be carried out as per Schedule B and accordingly standards and specifications. Please Refer Addendum-1, attached Schedule B therewith. |
| 119. | Schedule – B, Appendix – VI. | The Repair & Rehabilitation report of the existing Sabarmati river bridge at Ch – 146+700 shall be provided. | Please clarify. | Please Refer Addendum-1, attached Schedule B therewith. |
| 120. | Schedule – B, Appendix – VI. | As per IRC:SP-84:2014, Section – 7.7, all the pipe culverts with less than 900mm diameter shall be replaced with 1200mm diameter. But, it is indicated in Appendix –VI (b) for Ch -105+092; 107+605; 108+138; 109+464; 112+206; 113+190; 115+287; 115+755; 116+955; 123+095;125+959; 127+675; 128+578; 128+752; 137+119; 137+857; 144+571; 147+927; 159+667; 161+842 with Pipe diameter of 0.60m & 0.75m respectively under retain and widening. Please clarify, whether the widening portion of the | Please clarify. | As per RFP, No change. |

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| | | respective pipe culvert diameter shall of the same diameter (0.6m & 0.75m) or it has to be widened with 1.2m diameter as per IRC:SP-84:2014. | | |
| 121. | Schedule – B, Appendix – VI. | The Pipe culvert with 0.90m diameter indicated in Appendix –VI (b) for repair & widening shall be carried out by using the same 0.90m diameter (or) it has to be changed to 1200mm diameter as per IRC:SP-84:2014. | Please clarify. | Yes, It shall be widened with the same 900 mm diameter. |
| 122. | Sch C-Annex-I Appendix-II | Bus Bay and Bus Shelter details are provided. Please specify what provisions to be considered at only specified Bus Stop locations (at 5 locations – km 138+935, 149+805, 163+535 and km 163+613) | Please Confirm | Only Bus stop/shelter is to be provided as mentioned in drawing at these locations. |
| 123. | Volume-IV, Drawing Volume | Schedule of Different Miscellaneous Items to be provided is given in this Volume, Please confirm, all the provisions specified in this schedules in Drawing Volume are required to provided or not | Please Confirm | Yes, it is to be provided as shown and its location shall be finalised in consultation with IC. |
| 124. | Volume-IV, Drawing Volume | List of AFP (Aluminium Backed Flexible Prismatic) used structure locations about 57 specified in this. Please confirm the same | Please Confirm | Yes, it is to be provided as per list and detailed drawing. |
| 125. | Volume-IV, Drawing Volume | List of AFP (Aluminium Backed Flexible Prismatic) used structure locations about 57 specified in this. Please confirm the same | Please Confirm | Yes, it is to be provided as per list and detailed drawing. |
| 126. | DCA/Article 24/Clause 24.1.1 | Financial Closer In general Practice The compliance of Financial closer are accepted till 180 days from date of Agreement, But here authority deemed to accept it till 120 days, we are requesting to modify it to 180 days. | | Not agreed, No change. |
| 127. | Schedules/Annexure-I (Schedule- | Schedule of Acquired Land Kindly furnish the detailed schedule showing status of | | Land Acquisition: Not envisaged. |

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| | B)/Clause 5.1 | land acquisition for developing above said project & its facility as mentioned in schedules. | | |
| 128. | Schedules/Annexure-1 (Schedule-B)/Clause 5.5 | Environment/ Forest Clearance Kindly furnish the status of environmental clearance subjected project. | | Tree cutting permission has already been obtained. |
| 129. | 5.3 (d) | Change in Ownership As per the clause, the selected bidder is required to maintain a "paid up equity" capital of 18% of total project cost for a period of 2 years from date of operations 1. Definition of total project cost does not take into account the lump sum payment of 116 Cr. Hence 18% of total project cost without lump sum payment will lead to higher equity contribution for availing construction loan and also blockage of funds. 2. Clarification as to whether Paid up equity also includes promoter loan or just the paid up share capital of the company. 3. RFP clause 2.4 related to changes in ownership stipulates condition of holding minimum of 51% of share capital throughout the concession period in case of single bidder. The same provision is not reflected in the concession agreement. Pl clarify. | | 1. No change. 2. No promotor loan. Paid up Equity remains unchanged. 3. Please refer Addendum-1. Sr. No. 4 (Request for Proposal). |
| 130. | 23.3 | Remuneration to Independent Consultant Payments to the independent consultant on account of fees and expenses shall be borne equally by R&BD, GoG and the concessionaire It would be prudent to have a upper cap defined for the fees payable to the independent consultant | | No change. |
| 131. | 48.1 | Definition of Subordinate Debt | | No change. |

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| | | Subordinate Debt to include principal amount of debt provided by lenders or the “concessionaire” for meeting the total project cost The word concessionaire seems to be erroneously included instead of Promoter | | |
| 132. | 28.2.1 | Reduction in annuity on account of delayed project completion In case the concessionaire achieved OD after the SCD then it shall be liable for reduction in its first annuity There is already a clause 27.2.2 which mentions first annuity as a product of average daily annuity and the number of days between OD and first annuity payment date. Need to reconfirm whether this clause (28.2.1) will not amount to double counting for reduction in case OD is after the SCD | | Double counting is not expected and it’s not there. |
| 133. | RFP Vol-1, 1.1.1 | It is intended that part of the proceeds of this loan will be applied to eligible payments for this Project under the DBFOMT (Annuity) contract. | Whether the Lump sum payment and the Annuity payments to the concessionaire for the entire concession period will be paid from the loan amount secured by Government of Gujarat (GOG) from IBRD or the state Government will also be required to contribute for the required funds for the payment of instalment and Annuity. Pl clarify. | Lump-sum payments are supported through loan assistance. While Annuity payments will be through GoG budgetary support. |
| 134. | RFP Vol-1, 2.17, 17,18 | 2.17 Bid Security | Our Bankers insisting us to submit the beneficiary bank details for the issuance for the issuance of Bank Guarantee in their favour. The said guidelines for issuance of Bank Guarantee, Bank Guarantee | Please Refer Addendum-1, Sr. No. 2 (Request for Proposal). |

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| | | | <p>Amendments as per the advice received from IBA to all banks and has been implemented with effect from 01.06.2015 onwards. Our Bankers suggested that BGs issued/amended in paper format will become operative Only if an advice through SFMS mode follows it. In view of the same, it is requested</p> <p>To kindly share the Beneficiary Bank details for BG issuance through SFMS as follows:-</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Particulars</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Name and address of the Beneficiary</td> </tr> <tr> <td>2</td> <td>Beneficiary bank branch IFSC</td> </tr> <tr> <td>3</td> <td>Beneficiary Bank Branch Name</td> </tr> <tr> <td>4</td> <td>Beneficiary Bank address</td> </tr> </tbody> </table> | Sr. No. | Particulars | 1 | Name and address of the Beneficiary | 2 | Beneficiary bank branch IFSC | 3 | Beneficiary Bank Branch Name | 4 | Beneficiary Bank address | |
| Sr. No. | Particulars | | | | | | | | | | | | | |
| 1 | Name and address of the Beneficiary | | | | | | | | | | | | | |
| 2 | Beneficiary bank branch IFSC | | | | | | | | | | | | | |
| 3 | Beneficiary Bank Branch Name | | | | | | | | | | | | | |
| 4 | Beneficiary Bank address | | | | | | | | | | | | | |
| 135. | Draft Concession Agreement | | | | | | | | | | | | | |
| 136. | Article 4 Clause 4.1.2, 18 | (c) procured all Applicable Permits relating to environmental protection and conservation of the Site: | <p>1) Has R&BD GoG filed an application for Environmental clearances for the project As per the norms of MoEF?</p> <p>2) If so kindly clarify the Status of getting the Environmental Clearance for the project.</p> | Environmental clearance is not triggered. Tree cutting permission has already been obtained. | | | | | | | | | | |
| 137. | Article 4 Clause 4.1.2, 18 | (c) procured all Applicable Permits relating to environmental protection and conservation of the Site: | 1) Please specify the status of Tree | Tree cutting permission has already been obtained. | | | | | | | | | | |

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| | | | cutting permissions. 2) Pl. provide the details of number of trees to be cut for the proposed widening of project highway. | Estimated to cut 9656 number of Trees and 516 numbers of trees are estimated for transplantation. |
| 138. | Article 4 Clause 4.1.2, 18 | (c) procured all Applicable Permits relating to environmental protection and conservation of the Site: | National Board for Wildlife clearance. 1) Please clarify whether the project passes through Wildlife/ National Park / Sanctuary / Eco sensitive Zone Land? 2) Has R&BD GoG applied for National Board for Wildlife clearance and if so please clarify the status of the same? | Not passing through any such zones, hence no clearance is required. |
| 139. | Article 5 Clause 5.1.1, 21 | For avoidance of doubt, it is agreed that any change in the Horizontal Alignment shall be within the Right of way provided and the FRL's of the road structures shall not be reduced/ lowered than that provided in alignment plan and profile. It is agreed herein that the pavement crust thickness requirements in Schedule B are the bare minimum and any additional thickness shall be approved by the Independent Consultant before implementation. | As the project is being developed under Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) pattern, The concessionaire shall be given freedom to design the Pavement including the crust thickness. | Design freedom rests with Concessionaire while minimum standards/layer thicknesses as stipulated are to be followed. |
| 140. | Article 5 Clause 5.3, 24 | c) In case the selected Bidder is a single entity, such entity shall hold entire subscribed and paid-up share capital of the Concessionaire. However, it may, with the prior approval of the R&BD GoG in writing, which shall not be unreasonably withheld, reduce its shareholding below the entire subscribed and paid-up equity of the Concessionaire, after a period of 2 (two) years from the date of commercial operation of the Project, subject to it continuing to hold at least 26% | Whether concessionaire is required to hold the min shareholding as per pt. c or pt. d or both conditions shall be fulfilled. Kindly clarify. | Specific point c) is applicable for single entities, while point d) is applicable for joint ventures, you may further get satisfied with reading. |

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| | | <p>(twenty six percent) of the subscribed and paid up equity of the Concessionaire till the end of the Concession Period.</p> <p>d) The selected Bidder (all the Key Joint Venture Members collectively in case the selected Bidder is a Joint Venture) shall be required to maintain a paid-up equity in the Concessionaire, equal to at least 18% the Total Project Cost till two years from the date of Commercial Operation of the project.</p> | | |
| 141. | Article 10 Clause 10.3.1, 34 | Procurement of site: | <p>Status of Land Acquisition:</p> <p>I. What is the status (3A/3D/3G) of land acquisition for the Road sections, Bypass, Realignment and project facilities like toll plaza, and way side amenities?</p> <p>II. Kindly provide following:-</p> <p>a. Total Land required in Hectare for the project highway.</p> <p>b. Total Land already acquired.</p> <p>c. Total Land to be acquired.</p> <p>d. Total agricultural / private / Govt. / forest land to be acquired.</p> <p>III. Please provide schedule for handing over land to the concessionaire.</p> | Land Acquisition: Not envisaged. |
| 142. | Article 10 Clause 10.3 10.3.1, 10.3.2, 34 | <p>Procurement of site: 10.3.1</p> <p>Pursuant to the notice specified in Clause 4.1.2, the R&BD GoG Representative and the Concessionaire</p> | As per clause no 10.3 it is mentioned that minimum 80% land will be handed over to the concessionaire on or before the appointed date, it may kindly be made clear that 80% land | Site will be handed over as per DCA stipulations only, land will not be made available on Square meter basis. |

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| | | <p>shall, on a mutually agreed date and time, have been granted to the Concessionaire upon vacant access thereto being provided by R&BD GoG to the Concessionaire.</p> <p>10.3.2</p> <p>Without prejudice to the provisions of Clause 10.3.1, the parties hereto agree that on or prior to the Appointed Date, R&BD Gog shall have granted vacant access and Right of Way such that the Appendix shall not include more than 20% Right of Way, R&BD GoG shall be liable....</p> | <p>will be handed over based on the square meter basis or Kilo meter basis, as the land on sq. meter basis will not help and sufficient for the construction work, as the Right of way in some portion of the road available is more than the requirement of widening and will be of no use to the concessionaire for the widening purpose.</p> <p>To avoid confusion and dispute land to be handed over on kilometre basis. As for sanctioning of financial closure the lender would also required the necessary Right of way available and vacant access to such Right of way on or before the Appointed date.</p> | |
| 143. | Article 11 Clause 11.2, 37 | <p>11.2 Shifting of obstructing utilities</p> <p>The Concessionaire shall, subject to Applicable Laws and with assistance of R&BD GoG, undertake shifting of any utility including electric lines, water pipes and telephone cables etc....., the Concessionaire shall be given a corresponding extension of time for the completion of works.</p> | <ol style="list-style-type: none"> 1) Kindly provide us the list of utility to be shifted. 2) Please update the status of approval of the competent R&BD GoG for the estimates of the shifting of utilities. | Utility Relocations: Electrical in advanced stages. |
| 144. | Article 11 Clause 11.2, 37 | <p>It shall be the responsibility of the Concessionaire to shift the utilities and encumbrances which causes a Material Adverse Effect on the construction, operation and maintenance of the project Highway arising due to the change in design proposed by the Concessionaire and prior review by the Independent Consultant. Any time and cost implications arising on this account shall</p> | <p>If the change in design is necessary due to limitations of available land (ROW) in such case time and cost implications arising on this account shall be borne by the R&BD GoG and concessionaire shall be paid for the necessary payment for the shifting of</p> | DCA stipulations remain unchanged. |

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| | | be at the risk and cost of the Concessionaire. | utilities along with the suitable time extension. | |
| 145. | Article 11 Clause 11.4, 38 | Felling of Trees: | <ol style="list-style-type: none"> 1) Please provide the number of trees required to be cut for the widening of the project highway. 2) Also we request you to kindly inform about the modality of the Payment to the Contractor. 3) Please provide the Number of trees required to be planted. | Tree cutting permission has already been obtained and R&BD-GOG will get trees cut. Estimated to cut 9656 number of Trees and 516 numbers of trees are estimated for transplantation. |
| 146. | Article 16 Clause 16.6.1, 49 | 16.6.1 If the Concessionaire shall have not been able to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the R&BD, GoG, the R&BD, GoG may, in its discretion, require the Concessionaire to pay such of the sum saved therefrom, and upon such payment to the R&BD, GoG, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled. It is clarified that any such reduction in Scope of Project and the sum saved there from, as determined by the R&BD, GoG, shall be subject to certification by the Independent Consultant. | As per the Model Concession agreement 80% of the sum saved on a/c of reduction in scope of work shall be payable by the concessionaire to the R&BD, GoG. | DCA stipulations remain unchanged. |
| 147. | Article 27 Clause 27.2.2, 67 | For avoidance of doubt it is agreed that the first Annuity Payment shall be the product of Average daily Annuity and the number of days between the OD and the first Annuity Payment date. Each Annuity payment period shall be deemed to be a period of 6 (six) calendar months form the preceding Annuity Payment date | The first Annuity payment shall be as per the Annuity quoted by the bidder and the same shall be incorporated in the schedule of Annuity payment (Schedule-M), in such case the clause 27.2.2 has no relevance with reference to the first annuity payment. | It has relevance. |
| 148. | Article 48, 120 | Change In Law: | Royalty rates & Raw Materials like | Royalty and raw material rates are |

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| | | (e) any change in the rates of any of the Taxes that have a direct effect on the Project; | sand, murum, aggregate are volatile or keeps on changing as per state government circulars. Whether the change in the royalty rates will be covered and compensated under the provisions of change in law or the bidders needs to factor the same in their cost at pre bid stage. Please clarify. | not covered under change in law. |
| 149. | Article 48 & RFP, 2.2.7, 120, 6 | “Bid Security” mean the security provided by the Concessionaire/ Joint Venture to the R&BD, GoG along with the Bid in a sum of Rs. 6.35 Crore (Rupees Six Crores and Thirty Five Lakhs) in accordance with the Tender Notice, and which is to remain in force until substituted by the Performance Security; 2.2.7 The Bidder shall deposit, along with its bid, a bid security in the amount of Indian Rs.3.5 Crores (Indian Rupees Three Crores and Fifty Lacs Only) in accordance with Clause 2.17 of this RFP. | There is contradiction in the amount of Bid Security. Please clarify the amount of Bid Security whether it is Rs. 6.35 Crore or Rs. 3.5 Crores. | Bid Security is confirmed as Rs. 3.5 Crore. Please Refer Addendum-1, Sr. No. 6 (Concession Agreement). |
| 150. | Schedules | | | |
| 151. | Schedule B B-5, 10 | 5.2 Utility Shifting and Removal of Trees & Obstructions It shall be the sole responsibility of the Concessionaire for shifting of utilities and removal of trees and obstructions which arise due to the concessionaire’s proposed design changes. The cost of such shifting of utilities and removal of trees and obstructions shall be borne by the Concessionaire. Further, in this regard the Concessionaire shall not be entitled for any extension of time and cost claims from the R&BD, GoG | If the change in design is necessary due to limitations of available land (ROW) in such case time and cost implications arising on this account shall be borne by the R&BD, GoG and concessionaire shall be paid for the necessary payment for the shifting of utilities along with the suitable time extension. Please Clarify. | DCA stipulations remain unchanged. |

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| 152. | Schedule G, 1 | <p>1. Project Completion Schedule</p> <table border="1"> <tr> <td>Milestone 1: Completion of 6 Kms of the project road length as per the Road Cross Sections indicated in schedule B in the minimum continuous stretches of 5 Kms.</td> <td>6 months</td> </tr> <tr> <td>Milestone 2: Completion of 21 Kms of the project road length as per the Road Cross Sections indicated in schedule B in minimum continuous stretches of 10 Kms.</td> <td>12 months</td> </tr> </table> | Milestone 1: Completion of 6 Kms of the project road length as per the Road Cross Sections indicated in schedule B in the minimum continuous stretches of 5 Kms. | 6 months | Milestone 2: Completion of 21 Kms of the project road length as per the Road Cross Sections indicated in schedule B in minimum continuous stretches of 10 Kms. | 12 months | <p>The clause may be amended as below.</p> <p><i>Milestone 1: Completion of 6 Kms of the project road length as per the Road Cross Sections indicated in schedule B in the one continuous stretches of 5 Kms.</i></p> <p><i>Milestone 2: Completion of 21 Kms of the project road length as per the Road Cross Sections indicated in schedule B and shall be in 1 continuous stretch of 10 Kms and another continuous stretch of 5 Kms.</i></p> | Please refer to Addendum-1, Sr. No. 10 (Schedules). |
| Milestone 1: Completion of 6 Kms of the project road length as per the Road Cross Sections indicated in schedule B in the minimum continuous stretches of 5 Kms. | 6 months | | | | | | | |
| Milestone 2: Completion of 21 Kms of the project road length as per the Road Cross Sections indicated in schedule B in minimum continuous stretches of 10 Kms. | 12 months | | | | | | | |
| 153. | Schedule A, Appendix A, Details of Existing Culverts | Pipe Culvert at chainage 119+500 is not found at site and same is proposed to be replaced with Box culvert 2 spans x 2m. Kindly Clarify, | | Pipe Culvert does exist. | | | | |
| 154. | Schedule A, Appendix A, Details of Existing Culverts | There are 7 nos. of 300mm dia irrigation pipes found at site which are not mentioned in Schedule A and the scope of the same is also not defined in Schedule B. We presume that the Concessionaire shall not be responsible for repair, widening, maintenance of these irrigation pipes and same shall be in the scope of the Authority. Kindly clarify. In case if scope needs to be considered, kindly provide required amendment and corrigendum | | Please refer to Addendum-1, attached Schedule B therewith. | | | | |
| 155. | Schedule B, 4.2 Cross Sections The typical different types of road cross sections | The term settlements is vague and needs proper definition. It is understood that the term settlement refers to semi-urban/urban sections only for the project stretch. | | It is on corridor, although cross sections are specified and are to be followed mandatorily. | | | | |

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| | for upgradation to four lane in general is in rural sections and settlements/semi-urban/urban sections wider than four lane are required to be developed in different segments of the Project Highway, the same are given in Appendix- I of this Annexure. | | | |
| 156. | Schedule B, 4.3 Pavement and Pavement Composition These are minimum thickness requirements that the Concessionaire needs to provide for the Project Highway. | Kindly delete this clause. The Concessionaire shall be allowed to consider pavement composition and design based on his own assessment and site conditions. | | Design freedom rests with Concessionaire while minimum standards are to be followed. Please Refer Addendum-1 Sr No 25 (Schedule B) Refer Annexure B of Addendum 1 |
| 157. | Schedule B, 4.3 Pavement and Pavement Composition. | a.) Please clarify whether IRC 37-2001 (or) IRC 37-2012 shall be applicable b.) As per IRC 37-2012, the design is considering minimum air voids of 3% which is practically difficult to achieve at site. Please clarify whether 3% air voids need to be considered or practically achievable at site. | | Design freedom rests with Concessionaire while minimum standards are to be followed. Please Refer Addendum-1 Sr No 25 (Schedule B) Refer Annexure B of Addendum 1 |

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| 158. | Schedule B, Appendix VI, List of Bridges to be improved by Concessionaire a) Bridges proposed for new Construction/Repair /Widening and Strengthening | As per Schedule B, the improvement proposal for following bridges is mentioned as retain and widening: 106+400, 106+475, 111+631, 134+435, 137+045, 150+755, 153+770, 158+386, 163+262. The width of these bridges as per Schedule A, Appendix V, Details of existing bridges, is same as the width mentioned in Schedule B, Appendix VI. This is contradictory to the improvement proposal. Hence, request Authority to kindly clarify the width of existing bridges and proposed width in coherence improvement proposal. | | Widths mentioned in Schedule-B are Existing width only, which will be improved as mentioned in Schedule-B, Improvement Proposal - Retain & Widening. Widened width has to be as per cross section within available ROW. Also Schedule of structures mentioned in Drawing volume Page no-271 and 272 and as per associated drawings. Ref Page No-272 of Volume-IV be referred to. Please Refer Addendum-1, Sr. No. 3 (Schedules). |
| 159. | Schedule B, Appendix VI, List of Bridges to be improved by Concessionaire a) Bridges proposed for new Construction/Repair /Widening and Strengthening | As per Schedule B, Minor Bridge at km 157+960, improvement proposal is Replace by new Structure (3*7) and Width is mentioned as 8 Mtr. Whereas as per Drawing PPWCS/ MJBR/ MH-GA dated Sept 2012 on pg 278 of Vol IV, 9.5m wide bridges on both LHS and RHS of total width 19m is proposed | | Widths mentioned in Schedule-B are Existing width only, which will be improved as mentioned in Schedule-B, Improvement Proposal – Replace. New width has to be as per cross section within available ROW. Refer reference Drawing PPWCS/MJBR/MH-GA dated Sept 2012 on pg 278 of Vol IV, 9.5m wide bridges on both LHS and RHS of total width 19m are proposed. |
| 160. | Schedule B, Appendix VI, List of Bridges to be improved by Concessionaire (b) Culverts Proposed for New | Details of width of culverts are same both in Schedule A, Appendix V and Schedule B, Appendix VI at locations where the improvement proposal is mentioned as retain and widening. Request Authority to kindly clarify the proposal width and the widening width of the culverts as part of the improvement proposal | | Widths mentioned in Schedule-B are Existing width only, which will be improved as mentioned in Schedule-B, Improvement Proposal - Retain & Widening. Widened width has to be as per cross section within available ROW. |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries |
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| | Construction/Repair/Widening and Strengthening | | | Also Schedule of structures mentioned in Drawing volume Page no-271 and 272 and as per associated drawings. Ref Page No-272 of Volume-IV be referred to. Please Refer Addendum-1, Sr. No. 3 (Schedules). |
| 161. | Schedule B, Appendix VI, List of Bridges to be improved by Concessionaire (b) Culverts Proposed for New Construction/Repair/Widening and Strengthening | Culverts mentioned in Schedule A at existing chainages 109+450, 140+068, 151+384, 152+746 are not found on site. Also, it may be seen that in the proposed treatment mentions (*) asterisk mark stating that the culverts need to be jointly verified and confirmed for future proposition with IC. There is no clarity in the scope of works for these culverts as they are not found at the site also. | | These culverts are to be considered in scope of work and to be executed in consultation with IC/R&BD-GOG. |
| 162. | Schedule B, 4.14.8 Warm Mix Asphalt As part of the pilot green initiative, the Concessionaire shall introduce the WMA for a 3 km stretch in-between Ch 129+000 to 135+000 (1. 129.000 to 130.500 and 2. 133.500 to 135.000). The Concessionaire shall prefer advanced resource | Request Authority to kindly consider deleting this clause. The Concessionaire shall not be imposed with such conditions since this is DBFMOT Project, and shall be allowed to consider pavement design based on his own assessment and site requirements. | | For pilot section identified for WMA has to be with same technology only. |

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| | efficient construction technology (WMA). | | | |
| 163. | Schedule B, Appendix VII, Noise Mitigation Measures | Suggested locations where noise barriers shall be provided are mentioned in Appendix VII, Also, typical drawing of the proposed wall is provided. However, request Authority to kindly clarify the length of the noise barrier in Running Meter (RM) for clarification | | Please Refer Addendum-1, Sr. No. 5 (Schedules). |
| 164. | Schedule B, Appendix - XIII Silt Traps, Rainwater Harvesting Structures and Oil Interceptors (ii) Rainwater Harvesting Structures: The concessionaire shall provide the rainwater harvesting pits at appropriate locations as instructed by the Independent Consultant. | Request Authority to kindly provide the locations for assessing the cost of rainwater harvesting structures. | | Within ROW and near to ROW as per consultations with communities. IC shall play role in finalising the locations. |
| 165. | Schedule B, 4.13A Light Barriers To arrest the light coming from the opposite direction | Request Authority to provide details of median opening location and curve locations for assessing the requirement of light barriers | | Please refer to schedules given for reference through drawings (page no. 80, Vol IV) and DPR. |

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| | vehicles, light barriers are proposed in median at every median opening location and at curves. | | | |
| 166. | Schedule B, 4.2 Alignment Plan and Longitudinal Section | As per the Plan and Profile drawings, OGLs at LHS and RHS have been given. Please clarify offset distance of OGL wrt existing centreline. | | In both cases surface interpolation offset is 10 m from existing center line. |
| 167. | Schedule B, 4.2 Alignment Plan and Longitudinal Section The FRL of the road and structures shall not be reduced/lowered than that provided in alignment plan and profile followed by the requirements stated Schedule D for the Project Highway | Since the project is under DBFMOT, the Concessionaire shall be allowed to submit their own designs and accordingly the FRL shall not be binding on the Concessionaire. | | Please refer to Addendum-1, attached Schedule B therewith. |
| 168. | Schedule C, 2.6 Enhancement Measures The Concessionaire shall provide enhancement measures to (i) | Request Authority to kindly define the exact scope of work for enhancement measures at both the defined locations for cost estimation, such as length of footpath, gate, boundary wall , fencing , locations/nos. of tree plantations | | Please refer provided drawings to this respect in Schedule B and Schedule L. Reference drawing volume and DPR-EMP volume please be referred. |

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| | Paleshwar Mahadev Temple (Ch 119+600) and Chikotar Mata Temple (Ch 136+050). The enhancement measures include provision of foot path, gate, boundary wall, fencing, tree plantations as suggested in the enhancement drawing Annexure -V. | | | |
| 169. | Schedule C, 2.3 Bus Shelters The details of bus shelters to be provided are given in Appendix - II. | Appendix -II mentions new bus shelters with bus bay to be provided, whereas the clause states that details of bus shelters to be provided, which is to be rectified. It is understood that bus bays and bus shelters are to be provided as mentioned in Appendix - II. | | Yes as per Appendix-II. |
| 170. | Drawings | We presume that all the drawings provided in Schedule and in Vol IV Drawings are for reference purpose only and shall not be binding on the Concessionaire. | | Yes reference only. Cross section elements as defined in Schedule B are mandatory. |
| 171. | Structure Design | Since the Project is on DBFOT, we presume that the Concessionaire shall be allowed to submit their own designs for all the proposed project structures based on individual assessments, by any suitable method within codal provisions and specifications. Kindly clarify. | | Yes. |
| 172. | Pavement design | For strengthening of existing carriageway whether concessionaire can adopt IRC 81-1997 irrespective of | | Please refer Addendum-1, attached Schedule B therewith. |

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| | | new design. Can the Concessionaire design the pavement based on AASHTO instead of IRC. | | |
| 173. | Schedule I, Clause 2.3, Tests Riding Quality: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purpose of this Test shall be 1800 mm for each kilometer. | Please clarify, whether standardized roughometer shall or could be used to check Riding Quality of each lane of the carriageway for Test on Completion of Project Highway. | | As per schedule and in consultation with IC required tests shall be carried out. |
| 174. | Geotechnical Report | Kindly provide the geotechnical report for project road. | | Already provided with bid documents, as part of DPR for reference. |
| 175. | Encroachment Details | Kindly provide the encroachment details for project road. | | Please refer to reference DPR-R&R Volume. |
| 176. | Forest Land & Clearance | Kindly clarify whether any part of the Project Highway or any Project Facilities comes under the Forest Department/ Wildlife Centaury/Reserved Forest/Protected Forest and status of the clearance for the same. | | Tree cutting permission has already been obtained. Other clearances are not triggered. |
| 177. | Environmental Clearance | Kindly Clarify the status of Environmental Clearance for the project highway. | | Tree cutting permission has already been obtained. Environmental clearance is not triggered. |
| 178. | Excise exemption for the Imported | Please clarify whether the excise exemption shall be granted to the concessionaire or not. | | No excise exemption. |

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| | Machinery | | | |
| 179. | Time Extension | Considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose. | | Corrigendum shall be issued to this respect. |
| 180. | Status of Land Acquisition | Request Authority to provide the current status of Land acquisition and Utility Shifting. | | Land Acquisition: Not envisaged. Utility Relocations: Electrical in advanced stages. |
| 181. | Is the proposed project included in the Schedule of Environmental Impact Assessment Notification 2006? | Please clarify. | | No |
| 182. | Does the proposed project or any associated activity lie in the Coastal Regulation Zone? If Yes, within which Zone is it located? | Please provide CRZ details. | | No |
| 183. | Does the project traverse through or is located in proximity to any eco-sensitive zone (ESZ) notified by MoEF? | Please provide ESZ information. | | No |
| 184. | Does the project traverse through | Please clarify. | | No |

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| | Protected Areas (PA) or within 10 km of PA? | | | |
| 185. | Does the project traverse through or in close proximity to important Bird Areas (IBA)? | Please clarify. | | No |
| 186. | Does the project require Forest Clearance? | Please provide forest clearance details. | | Tree cutting permission has already been obtained. |
| 187. | Does the project traverse through wetlands or mangrove? | Please provide information. | | No |
| 188. | Does the project pass through scheduled areas or affect livelihoods of tribals? | Please provide information. | | No |
| 189. | Does the proposed project lie in proximity to archaeological sites? | Please provide details. | | No |
| 190. | Is the proposed project located in an area susceptible to natural hazards ? | Please clarify. | | No clear indication as yet. |
| 191. | Does the project traverse through | Please provide information. | | Sabarmati river. |

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| | | Major rivers? | | |
| 192. | Does the project traverse through Critically Polluted Areas (CPA)? | Please provide information. | | No |
| 193. | Is the project traversing through or located in water scarce/ drought prone regions? | Please provide information. | | No clear indication as yet. |
| 194. | Does the project road traverse through densely populated areas? | Please provide information. | | Not entertain-able. |
| 195. | Is proposed project site under litigation concerning E&S issues? | Please clarify. | | No |
| 196. | Does the project involve land acquisition? Has the land acquisition been completed? | Please provide details of LA. | | Land Acquisition: Not envisaged. |
| 197. | Does the proposed project cause displacement of project affected people/ families? What is the status of Land Acquisition? | Please provide status. | | Land Acquisition: Not envisaged. Please refer to reference DPR-R&R Volume. |

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|--------------|---|---|---|--|-------------------|----------------------------|--|--------------------------|---|-------|---|--------|---------|--------------|-------------------|---------------------|-------------------|-------------------|----------------------------|-----------------|--------------------------|---|--|----|-------|-------|-----|-----|-----|---------|---|-----------------------------------|-------|-------|-----|---------|-----|---------|--|---|
| 198. | Para 1.1.1 of RFP and Schedule A (Annex – 1) Clause 2, Appendix II read in conjunction with Schedule B – Details of Intersection at Ch. 163+752 (Page 31) | <p>Para 1.1.1 of RFP stipulates that project road length is 60.75 kms as indicated in the table.</p> <table border="1" data-bbox="504 316 1176 762"> <thead> <tr> <th>Project No.</th> <th>Project Name</th> <th>Length in Km</th> <th>Concession Period</th> <th>Estimated Project Cost ***in Rs Crore</th> </tr> </thead> <tbody> <tr> <td>GSHPII/CB/01</td> <td>Upgrading To Four Lane and Maintenance Of Mehsana-Himatnagar, SH-55 Under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis from km 103+000 to km 163+752. (The Scope does not include construction of new additional two lane Sabarmati Bridge at km 146+700)</td> <td>60.75</td> <td>12 years (Including 24 months of Construction period)</td> <td>353.25</td> </tr> </tbody> </table> <p>While appendix II of Schedule A stipulates that “Start Point” of the project road is at KM stone 103 and “End Point” of the project road is at KM stone 164, thereby resulting into project road length of 61 kms.</p> <table border="1" data-bbox="504 943 1176 1394"> <thead> <tr> <th>Link ID</th> <th>Road Details</th> <th>State Highway No.</th> <th>Existing Length, km</th> <th>Design Length, km</th> <th>Start of km Stone</th> <th>Start Chainage of km Stone</th> <th>End of km Stone</th> <th>End Chainage of km Stone</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Near Rampura Intersection to Pilvai intersection</td> <td rowspan="2">55</td> <td>32.24</td> <td>32.25</td> <td>103</td> <td>103</td> <td>135</td> <td>135.250</td> </tr> <tr> <td>2</td> <td>Pilvai intersection to Himatnagar</td> <td>28.50</td> <td>28.50</td> <td>135</td> <td>135.250</td> <td>164</td> <td>163.752</td> </tr> </tbody> </table> <p>Please clarify whether the road length is 60.75 km or 61</p> | Project No. | Project Name | Length in Km | Concession Period | Estimated Project Cost ***in Rs Crore | GSHPII/CB/01 | Upgrading To Four Lane and Maintenance Of Mehsana-Himatnagar, SH-55 Under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis from km 103+000 to km 163+752. (The Scope does not include construction of new additional two lane Sabarmati Bridge at km 146+700) | 60.75 | 12 years (Including 24 months of Construction period) | 353.25 | Link ID | Road Details | State Highway No. | Existing Length, km | Design Length, km | Start of km Stone | Start Chainage of km Stone | End of km Stone | End Chainage of km Stone | 1 | Near Rampura Intersection to Pilvai intersection | 55 | 32.24 | 32.25 | 103 | 103 | 135 | 135.250 | 2 | Pilvai intersection to Himatnagar | 28.50 | 28.50 | 135 | 135.250 | 164 | 163.752 | | Please refer Addendum-1, attached Schedule A and B therewith. |
| Project No. | Project Name | Length in Km | Concession Period | Estimated Project Cost ***in Rs Crore | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GSHPII/CB/01 | Upgrading To Four Lane and Maintenance Of Mehsana-Himatnagar, SH-55 Under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis from km 103+000 to km 163+752. (The Scope does not include construction of new additional two lane Sabarmati Bridge at km 146+700) | 60.75 | 12 years (Including 24 months of Construction period) | 353.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Link ID | Road Details | State Highway No. | Existing Length, km | Design Length, km | Start of km Stone | Start Chainage of km Stone | End of km Stone | End Chainage of km Stone | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Near Rampura Intersection to Pilvai intersection | 55 | 32.24 | 32.25 | 103 | 103 | 135 | 135.250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Pilvai intersection to Himatnagar | | 28.50 | 28.50 | 135 | 135.250 | 164 | 163.752 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | km It is suggested that the Start and End point be linked to GPS co-ordinates rather than with KM stones which are prone to disturbance and dislocation during development and construction phase resulting into dispute with IC | | |
| 199. | Horizontal Alignment a. Schedule A – Appendix IV (c) b. Schedule B – Clause 2 c. Schedule B (Annexure II, SI. No. 5) d. Schedule B (Annexure I, Clause 4.2& 4.10 e. Volume IV – Drawings, Plan and Profile | 1. Appendix IV (c) of Schedule A lists down that there are curves which are deficient (radius < 230m) which needs improvement. Also as per Serial no 5 of Annexure II of Schedule B states that minimum radius of the curve shall be 360m. Also it is stipulated that existing horizontal alignment (shown in the drawing volume, having 18 curves less than 360m radius) is to be followed and design project road have to be accommodated in COI (26m). In trying to improve the curves there is likely to be substantial reduction on design speed which has been stipulated to be 100/80 kmph for rural areas and 60/50 kmph for Urban sections. 2. One or more parameter of the stated stipulations will need to be relaxed to accommodate the design. Kindly guide us as to which parameter stated above shall govern the horizontal design. | | Bidder must have his own designs within available ROW. Concessionaire will have freedom for his own design considering minimum criteria mentioned in RFP. Please refer Addendum-1, attached Schedule B and D therewith. |
| 200. | Pavement & Pavement Composition a. Schedule B, Annexure – I Clause 4.3 b. Draft CA, Article 2.1.1 Obligations of CA. | 1. The para 4.3 of Annexure I and Appendix II of Schedule B contains minimum requirements of crust thickness to be followed. This requirements limits the concessionaire's innovativeness as regard Pavement Design as IRC 37 2012 allows alternative pavement strategies which may result in lesser costs and thereby economy in the financing of the project. 2. In such type of projects by NHAI, other state Government Agencies and Model Concession | | Design freedom rests with Concessionaire while minimum standards are also to be followed. Please refer Addendum-1, attached Schedule B and D therewith. |

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| | | <p>Agreement of GOI it is normally a practice to stipulate MSA and allow the concessionaire to find out the best alternative pavement strategy to economize on the project cost.</p> <p>3. There seems no reason to restrict the design innovativeness of the Concessionaire especially in DBFOMT project. Not allowing Concessionaire to adopt innovative and latest technology for economizing the project cost will only result in an increase in Annuity amount to be paid by the Govt. which may be completely avoided.</p> <p>4. It is suggested that only MSA may be specified and Design aspect of the pavement be left to concessionaire as maintenance for 10 years of the Project Highway is the obligation of the Concessionaire.</p> | | |
| 201. | <p>Proposed Pavement Design</p> <p>a. Schedule A, Appendix – IV a : Pavement Condition</p> <p>b. Schedule B, Appendix – I and Appendix – II, Typical Cross Sections and Pavement Schedule</p> | <p>1. Schedule A, existing pavement condition in about 24km in Section 1 and in about 28.752km in Section 2 is stated to be fair to poor. Since the defect liability period of recent work carried out on the existing project stretch must have been recently completed, it is likely that the distress may not have sufficiently surfaced yet and based on such judgment, the sections have been proposed for overlay which would on judicious consideration may require to be reconstructed.</p> <p>Accordingly it is suggested that the typical cross section and Appendix I of Schedule B be modified.</p> | | <p>It is envisaged to have overlay as per structural analysis and requirement.</p> <p>Design freedom rests with Concessionaire while minimum standards/ layer thicknesses as stipulated are also to be followed.</p> <p>Please refer Addendum-1, attached Schedule B therewith.</p> |
| 202. | Access Control for Project Highway | <p>1. The drawing Volume – IV contains list of 166 accesses besides 52 minor intersections and 8</p> | | <p>Project development has to be carried out as per RFP.</p> |

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| | | <p>major intersections.</p> <ol style="list-style-type: none"> 2. The accesses to surrounding neighborhood will restrict the provision of crash barrier and will defeat the purpose of access control. 3. Further, with frequent access to the project highway, there is the possibility of occurrence of many accident prone zones due to creation of black spots, thus defeating the very purpose of crash barrier to provide safety. 4. This is in violation of the Provision I this regard in para 2.12.1(iv) IRC SP84:2014 which specifies the minimum distance 3 km from the nearest intersection. <p>In view of the above appropriate deviation to Schedule D may be specified</p> | | <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 203. | <p>Vertical Alignment</p> <ol style="list-style-type: none"> a. Schedule B – Clause 2 b. Schedule B (Annexure II, SI. No. 7) c. Schedule B (Annexure I, Clause 4.2) d. Volume IV – Drawings, Plan and Profile | <ol style="list-style-type: none"> 1. Schedule B Cl 4.2 states that the FRL of the road and structures shall not be reduced than that provided in alignment plan and profile. 2. Further, Annexure II SI No. 7 states that minimum distance between two PVI shall not be less than 150m. 3. The existing vertical profile based on which FRL are fixed, does not follow 150m distance between PVI criterion. 4. If we follow the existing FRL and the proposed minimum PVI distance, it will warrant a lot of raising resulting in higher costing by the bidder. <p>In view of the above, only minimum and maximum limits of grade and distance between two PVI's shall be fixed and the Concessionaire shall be allowed to finalize the vertical profile. Provision of fixed FRL shall not be enforced on the Concessionaire.</p> | | <p>Project development is expected within available ROW of 30m and construction width of 26m in rural sections and 30m in urban sections as per RFP stipulations.</p> <p>Drawings provided are for reference. As per RFP, enhancements may be attended beyond minimum stated requirements.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |

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| 204. | Slope Protection & Drainage a. Schedule B – Annexure I, Clause 4.11 & Appendix IX b. Schedule B – Appendix II, Typical Cross Section | 1. As per Appendix IX, side ditches are proposed on both sides of carriageway in rural section, whereas Typical Cross Sections (Appendix II) shows drain on only one side. Kindly clarify the discrepancy. | | Side drains need to be provided on both sides of the carriageway depending on topographical condition/hydrology. These are expected to be accommodated within available width. |
| 205. | Slope Protection & Drainage a. Schedule B – Annexure I, Clause 4.11 & Appendix IX b. Schedule B – Appendix II, Typical Cross Section | 1. As per Appendix IX, median drains at super elevated sections are required in median of 800mm. 2. The flow of the drain will be obstructed by crash barrier posts and other project facilities proposed in the median. 3. Hence kindly delete the criterion for providing median drain as it is not possible to accommodate it within 800mm and allow water to run-off on pavement surface. | | Please refer Addendum-1, attached Schedule B and D therewith. |
| 206. | Metal Beam (W Beam) Crash Barrier a. Schedule B – Annexure I, Clause 4.13B <i>“Metal beam crash barriers shall be installed on either sides of</i> | 1. As IRC SP 84:2014, Crash Barriers are warranted in case there are obstructions in the clear zone. If adequate clear zone distance is available, there is a reasonable expectation that most drivers of vehicles that leave the roadway will have enough room to regain control and return to the pavement without a serious crash occurring. 2. Also the drawing Volume – IV contains list of 166 accesses besides 52 minor intersections and 8 major intersections. This will require an opening at every 166 accesses apart from all major junction and minor junction/intersections which would in no way | | Please refer Addendum-1, attached Schedule B and D therewith. Project development has to be carried out as per RFP. |

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| | <i>extremes of shoulder edges all through the length of the project corridor”</i> | <p>suffice the purpose of installing crash barriers on either sides of the project corridor.</p> <p>3. As per IRC SP 84:2014 Figure 9.13, “<i>There must be at least 600mm clearance between the back of the W-Beam and start of embankment, as well as there must be at least 750-1000mm distance between front of the W-Beam and paved edge</i>”. By this principle, the total width of required hard shoulder will be 750mm (front clearance) + 383mm (w-beam) + 600mm (back clearance) = 1683mm, say 1700mm which is greater than 1250mm proposed in the Typical cross sections. Further, space will be needed for providing signs, distance indicators, light poles etc. on the shoulder beyond 1700mm. The width of the proposed hard shoulders seems insufficient.</p> <p>4. In cases where clear zone is available, unnecessary placement of barriers will increase the chances of road crashes and resulting injuries & fatalities and will vitally affect the safety on the Project Highway.</p> <p>5. Further, unnecessary placement of crash barriers will only increase the project cost and create an avoidable financial burden on R&BD, GoG.</p> <p>In view of the above, placement of crash barrier on extreme edges all through the project length shall be reviewed, as clear guidelines for Crash Barrier warrants are available in IRC SP 84: 2014 Cl. 9.7.</p> | | |
| 207. | Metal Beam (W Beam) Crash Barrier a. Schedule B – | <p>1. As per IRC SP 84:2014 Figure 9.13, “<i>There must be at least 1000mm clearance between the back of the W-Beam and any solid object</i>”. By placing two post metallic crash barriers next to each other, each post will act as obstruction within deflection</p> | | Please refer Addendum-1, attached Schedule B and D therewith. |

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| | Annexure I, Clause 4.13B <i>“Central divider shall have two post metallic crash barrier in center with W Beam on either sides of the posts aligned along traffic movement to act as divider all through the length of the project corridor”</i> | <p>distance of the other post, which is clearly not allowed as per IRC SP 84:2014.</p> <p>2. Also as per IRC SP 84:2014 clause 9.7.5.2, the New Jersey type concrete median barriers shall be provided in case of narrow median of 2m or less width.</p> <p>Kindly allow for New Jersey type concrete median barriers instead of Metal Beam (W Beam) Crash Barrier.</p> | | |
| 208. | Metal Beam (W Beam) Crash Barrier a. Schedule B – Annexure I, Clause 4.13B <i>“Metal beam crash barriers shall be installed on either sides of extremes of shoulder edges all through the length of the project</i> | <p>1. As per IRC SP 84:2014 Figure 9.13, <i>“There must be at least 600mm clearance between the back of the W-Beam and start of embankment, as well as there must be at least 750-1000mm distance between front of the W-Beam and paved edge”</i>. By this principle, the total width of required hard shoulder will be 750mm (front clearance) + 383mm (w-beam) + 600mm (back clearance) = 1683mm, say 1700mm which is greater than 1250mm proposed in the Typical cross sections. Further, space will be needed for providing signs, distance indicators, light poles etc. on the shoulder beyond 1700mm. The width of the proposed hard shoulders seems insufficient.</p> <p>The proposed width of the Hard Shoulder may please be revised accordingly or suitable deviation, regarding</p> | | Please refer Addendum-1, attached Schedule B and D therewith. |

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| | <i>corridor</i> | width of shoulders at locations of crash barrier, to schedule D may be specified. | | |
| 209. | Noise Barrier a. Schedule B, Annexure-I, Clause 4.14.1 b. Schedule C, Annexure-I, Clause 2.4 c. Schedule C, Appendix-III | <ol style="list-style-type: none"> As per Appendix III of Schedule C, <i>“The Concessionaire shall ensure that the proposed boundary wall is sited outside the RoW, within the boundaries of the sensitive receptors.”</i> Further, <i>“The barriers at suggested locations shall be provided prior to commencement of work in Consultation with the IC and local Authorities.”</i> <p>Please provide necessary rights by the end of the development period to enter the premises of these structures, demolish their existing architectural walls and construct new noise barriers as this will affect construction schedule, progress and subsequently milestone achievement, as completion of noise barrier is required prior to commencement of Construction Works.</p> | | R&BD, GOG will facilitate. |
| 210. | Noise Barrier a. Schedule C, Appendix-III | <ol style="list-style-type: none"> Kindly specify the length / extent of noise barrier at each sensitive receptor location. Since the work of noise barrier is proposed to be completed before the commencement of actual construction of Project Highway, it has direct impact on construction schedule, progress and milestone achievement. Hence it is necessary to know the exact length of walls to be constructed at each sensitive location. | | Please refer Addendum-1, attached Schedule B and C therewith. |
| 211. | Solar Street Lights a. Schedule B, Annexure-I, Clause 4.14.5 b. Drawings, Volume – IV | <ol style="list-style-type: none"> Considering the extent of solar power to be provided for street lights and fountains, alternative arrangements for providing solar generated power to street lights against ones suggested in Schedule B and Drawing Volumes may be allowed, considering they are approved by IC and satisfy MNRE standards. | | <p>Within available ROW, the Concessionaire is given design freedom with opportunity to partner greener cause.</p> <p>No extra land provision, concessionaire has to accommodate within available land.</p> |

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| | | 2. Since the solar power requirement is huge, large PV banks will be required to provide solar power. Will the land for provision of the PV banks provided by R&BD, GoG? | | |
| 212. | Tree Removal & Transplantation a. Schedule B, Annexure – I, Clause 4.14.11 b. Schedule B, Annexure – I, Clause 5.2 | 1. Further, kindly specify the timeline for removal of trees by R&BD, GoG. 2. Further, kindly specify the timeline for transplantation of trees. | | Tree cutting permission has already been obtained. Estimated to cut 9656 number of Trees and 516 numbers of trees are estimated for transplantation. Removal & Transportation of trees will be done shortly. |
| 213. | Shifting of utilities a. Article 12 of the DCA | 1. It is mentioned that shifting of utility is undertaken by R&BD, GOG. 2. There is no provision of utility corridor (due to restricted width of 26m). In urban area, utility corridor will be definitely needed otherwise it will be difficult to maintain the road for 10 years. 3. Due to right-of-way constraint, it is requested to R&BD, to provide all the bidders actual location of all utilities on plans from respective utility owners. These utilities shall be shifted during the development period as these will vitally affect the progress of the concessionaire. 4. It is mentioned that the concessionaire shall be compensated for the delay in shifting of unforeseen utilities by extension of construction period. Kindly specify how the delay will be computed to avoid the conflict during execution period. | | Relocations of Electrical are in advanced stages. Due to constraint of ROW, covered drain may be used for the utility corridor in case if required. Details / Locations of utilities are given in DPR. Please refer clause 5.2 of Schedule-B for shifting of utilities. |
| 214. | Kilometer & Hectometer Stones a. Schedule C, | 1. In view of provision of crash barrier along either sides of the shoulder, kilometer & hectometer stones may not be visible. | | Kilometer & Hectometer stones are to be provided as per RFP. |

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| | Annex – I, Clause 2.1.2 | It is suggested to provide alternative arrangement. | | Please refer Addendum-1, attached Schedule B and C therewith. |
| 215. | Sabarmati River Bridge a. Schedule B, Annexure – I, Clause 4.7 b. Schedule B, Appendix – VI, (a), SI No. 7 | 1. There is a major (Sabarmati) bridge (8nos of 37m span = 296 m length) along the profile of the Project Road. Kindly spell out the minor and major repairs of Sabarmati river major bridge in Schedule B as the cost of its maintenance has direct and vital impact on the economy and annuity payment of the Project. | | Minor and major repairs of Sabarmati river bridge are included in the estimate. Please refer drawing volumes page no.272 for detail of maintenance/repairs. Please refer Addendum-1, attached Schedule B therewith. |
| 216. | Project Milestones a. Schedule G, Clause 1, Project Completion Schedule b. Lump Sum Payment, Article 27.5 of the DCA. | 1. The project milestones are linked to the completion of minimum continuous stretches of defined length for each milestone as per road cross sections. 2. This will be impractical as a. The traffic management during construction requires that alternative stretches of the road are taken up for execution and even if small stretch of road length is not completed because of no fault by concessionaire (like trees & utility shifting), the entire length may not be considered for achievement of milestone. b. Lump sum payment has been linked to completion of road as per its cross sections, which is impracticable, as some items specially related to finishing stage are normally done at last and for entire road. This is also required from point of Traffic Management. Hence % Lump sum payments may be linked to % financial progress achieved. c. Further, if 5 kilometers of BC is completed for first milestone in 6 th month, its roughness and | | Please Refer Addendum-1, Sr. No. 10 (Schedules). |

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| | | <p>deflections are likely to be measured after 1.5 years at the time of project completion. Under such scenario it is impractical to expect the service level criteria identified in Schedule K (i.e. at time of project completion)</p> <p>d. Since release of Lumpsum payment is linked to the achievement of the milestones, the concessionaire may be left without receiving the lumpsum payment and this will result in an increase in the IDC cost and tendency of higher annuity quote. Thus, the very purpose of Lump sum payment resulting into lower annuity will be lost.</p> <p>It is therefore requested that achievement of milestones be linked with the financial progress of the concessionaire as is the general practice.</p> <p>Also if the some part of project length cannot be completed due to reasons attributable to R&B, GOG than the given provision of achieving minimum continuous stretch should be waived off. This is because lump sum payment is not provided due to reasons not attributable to the Concessionaire, it will lead to financial crisis as annuity amount and bank drawdowns are calculated considering these lump sum payments.</p> | | |
| 217. | <p>Periodic Maintenance</p> <p>a. Schedule B, Annexure II, Pavement Design, Sr. No. 2</p> <p>b. Schedule K, Appendix K-I,</p> | <p>1. As per point 2 of Pavement Design, Appendix II of Schedule-B, the design period for pavement is to be taken as 15 years and It appears that strengthening of the pavement is made mandatory during 8th and 14th year. However, the concession period ends on 12th year.</p> <p>Kindly relax the provision of Schedule-B if the minimum requirement of the Clause 3.1.1.2 (Periodic Maintenance Works) is achieved by the concessionaire</p> | | Please refer Addendum-1, attached Schedule B therewith. |

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| | Clause 2.3.7 c. Schedule K, Appendix K-I Clause 3.1.1.2 d. Schedule K, Appendix K-I Clause 3.1.1.4 | during the concession period. Also Schedule B is required to be revised accordingly for the provision of strengthening layer during 14 th year as the said period is out of concession period. | | |
| 218. | Site Hand Over a. Article 4, Cl 4.1.2 (a) b. Article 10, Cl 10.1 and Cl 10.3.1 | 1. It is understood that 80% in respect of length of the project Highway(ROW) is provided | | As per article stipulations. |
| 219. | Reduction of Scope a. Draft CA, Cl. 16.6 | 1. In case of reduction in scope, it is the R&B which has been assigned to decide cost of “Sum Saved” with certification by the IC. The definition of “sum saved” shall be clearly mentioned to indicate the sum saved by the concessionaire from their financial model. It is inappropriate to deduct amount based on assumptions. Further, all reduction of scope related to COD shall be finalized before issuing the COD. 2. Moreover the entire sum saved is to be paid by the Concessionaire forthwith. 3. This is harsh provision as a. As the Concessionaire has prepared the financial model based on the detailed cost analysis carried out by him, and as he is most vitally affected by the decision, it's the Concessionaire who should be tasked with proposing the “sum saved”, as is the usual practice. b. The R&B,GoG and IC can check and certify it later. Also only 80% of the sum saved entire scope of the project and any curtailment from it | | No change. The conditions of the RFP document prevail. |

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| | | <p>may affect his viability.</p> <p>c. The recovery of the 100% of the “sum saved” is illogical as the Concessionaire will have already expended some costs like engineering, procurement, establishment and overheads and hence the concessionaire should be allowed to retain some part of the cost (20%) as compensation for such hidden costs.</p> <p>d. Further, the provision of obliging concessionaire to make full payment forthright on issue of change of scope order is highly impractical as it will be impossible for him to raise money for this payment from the bank, when the work is not executed.</p> <p>e. If some major item is considered under reduction of scope having large bearing on the costing of the entire project, recovery of 100% will affect the whole financial structure of the project.</p> <p>f. It is general practice on other such projects of NHAI, State Govt. and also as per Model Concessionaire Agreement of GOI that only 80% of the “sum saved“ due to reduction of scope is recovered by adjusting the annuity payments, keeping same IRR as accepted for the project.</p> <p>g. Further, in order to keep the annuity payments same by deducting 100% of the sum saved, the R&BD, GoG, will end up paying more interest (as per IRR of Concessionaire) than the market debt rate, which can be entirely avoided.</p> <p>It is therefore suggested to modify the provision in line with our suggestion as above.</p> | | |
| 220. | Existing Widths of Roads near | 1. Its mentioned that LHS Carriageway is 10 M and RHS Carriageway is 10 m, i.e. Total 20m, while | | Please refer Addendum-1, attached Schedule B therewith. |

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| | Sabarmati Bridge a. Schedule – B, Appendix –I (Pg. 15) | TCS type K applicable for this stretch show total carriageway width of 10M only including bridge length. The discrepancy in width may kindly be reconciled and the length of the bridge shall be excluded from the TCS-K schedule. | | |
| 221. | Permits to be Obtained a. Schedule –B, Para5.3 (Pg.10) | 1. The necessary should be replaced by “Permits required under an Applicable Law” as otherwise it’s not possible to foresee which or how many permits are required. | | Not agreed, No change |
| 222. | a. Draft CA, Clause 44.3-b | 1. In the wording of Article there is typographical error as it should be 4.4.3(B) instead of 44.4.4(B) as mentioned therein. | | Please Refer Addendum-1, Sr. No. 4 (Concession Agreement). |
| 223. | Lump sum Payment | 1. Lump sum payment has been linked to completion of road as per its cross sections, which is impracticable, as some items specially related to finishing stage are normally done at last and for entire road. This is also required from point of Traffic Management. Hence % Lump sum payments may be linked to % financial progress achieved. | | Not agreed |
| 224. | Bid Security Amount a. Definition “Bid Security” Page no 121 of DCA b. RFP para 2.2.7 | 1. The definition of “Bid Security” specifies the amount as INR 6.35 crores while para 2.2.7 of RFP describes “Bid Security” as INR 3.5 crores. Kindly reconcile the discrepancy. | | “Bid Security” is INR 3.5 crore. Please Refer Addendum-1, Sr. No. 6 (Concession Agreement). |
| 225. | RFP / Clarifications a. RFP Clause 2.8 | Please indicate if clarifications issued with response to queries will be a part of the Final Concession Agreement. | | Clarifications issued with response to queries will not be a part of agreement, only Addendum will be a part of agreement. |
| 226. | Bus Bays a. Corridor of | Schedule D – Deviations in standards state that bus bays and passenger shelters are well accommodated in the | | Bus bays / shelters are accommodated in the right-of-way. |

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| | Impact at bus bays | <p>right-of-way. However for construction purposes, the Concessionaire will be allowed to use only the Corridor-of-impact. Kindly clarify if entire right-of-way is to be used along with relaxation in corridor-of-impact allowed for construction of bus bays.</p> <p>As per Typical Cross section of bus bay /shelter in Drawing Volume page no 230, the proposed bus bay is beyond the COI. Kindly ensure that the land required for the construction of bus bays beyond COI will be already acquired during development period.</p> <p>Further, the bus bays will have a direct impact on project milestone achievement and release of lumpsum payments. Hence it is essential that land for bus bays is available by the end of the development period.</p> | | No extra land is envisaged for bus bays/shelters construction. |
| 227. | <p>Closing Schedule for irrigation structures</p> <p>a. Schedule D, Annex-I, Clause no 2, Deviation in Standards. Point no 13 – Item I – “<i>The construction plans shall be prepared as per closure schedule of canals. Approval of GAD from irrigation department</i>”</p> | It is requested to provide the closure schedule of canals and also provide the approved GAD of structures as per the requirements of Schedule B provision. | | Concessionaire will have to get canal closure schedule & approval of GAD from the irrigation department; however R&BD (PIU) will assist/help in getting necessary permissions. |

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| | <i>may be required."</i> | | | |
| 228. | Sabarmati Bridge a. Schedule B – Clause 2 b. Schedule B (Annexure I, Clause 4.2 c. Volume IV – Drawings, Plan and Profile | The alignment plan and profile shows considerable raising at existing Sabarmati Bridge location. It appears that levels for proposed bridge have been considered instead of existing Sabarmati Bridge. Correct profile may be provided to ensure compliance to minimum FRL criterion. | | Please refer Addendum-1, attached Schedule B therewith. |
| 229. | Bid Due Date | The prospective bidders are to receive replies to their pre-bid queries by 31 st October, 2015. Considering the festival season of Diwali, less than 15 working days are left for finalizing bids after receiving response to queries. We request R&BD, GoG to kindly extend the bid submission date by at least one month to 20-12-2015. | | Corrigendum is being issued. |
| 230. | Level Crossing | It is understood from Schedule B that widening of Level Crossings is not under the scope of the concessionaire. | | At-grade railway crossings with widening of gates as per cross section are envisaged. Railway authorities have been requested to increase the width of gate opening to match the improved highway. |
| 231. | Excise exemption | Kindly indicate if excise exemption for imported machineries shall be granted to the Concessionaire. | | No excise exemption. |
| 232. | General Design Related | Since this is a DBFMOT project, it is understood that the Concessionaire will be given design freedom. However in this project, horizontal alignment and vertical profiles are fixed, FRLs are also fixed, VDF for pavement design is fixed and minimum thickness for pavement layers are fixed. Kindly guide us as to how design freedom is ensured to the concessionaire. It is the Concessionaire's design innovativeness which helps in reducing the cost and subsequently annuity payment | | Please refer Addendum-1, attached Schedule B and D therewith. |

| SI No | Clause Ref Page No | Description of Query | Desired Modification/ Clarification/ Suggestion | Response to Queries | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------|---|--|---|---------------------------------------|-------------------|----------------------------|---------------------------------------|--------------------------|---|-------|---|--------|---------|--------------|-------------------|---------------------|-------------------|-------------------|----------------------------|-----------------|--------------------------|---|--|----|-------|-------|-----|-----|-----|---------|---|-----------------------------------|-------|-------|-----|---------|-----|---------|--|-------|---------|----------|-----------|---|-------------|--|--|---|-----------|--|--|---|
| | | to be given by the Government. Further, since it is the Concessionaire who has to maintain the road for 10 years, he will be the most vitally affected if design freedom is not given. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 233. | Para 1.1.1 of RFP and Schedule A (Annex – 1) Clause 2, Appendix II read in conjunction with Schedule B – Details of Intersection at Ch. 163+752 (Page 31) | <p>Para 1.1.1 of RFP stipulates that project road length is 60.75 kms as indicated in the table.</p> <table border="1"> <thead> <tr> <th>Project No.</th> <th>Project Name</th> <th>Length in Km</th> <th>Concession Period</th> <th>Estimated Project Cost ***in Rs Crore</th> </tr> </thead> <tbody> <tr> <td>GSHPI/ICB/01</td> <td>Upgrading To Four Lane and Maintenance Of Mehsana-Himatnagar, SH-55 Under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis from km 103+000 to km 163+752. (The Scope does not include construction of new additional two lane Sabarmati Bridge at km 146+700)</td> <td>60.75</td> <td>12 years (Including 24 months of Construction period)</td> <td>353.25</td> </tr> </tbody> </table> <p>While appendix II of Schedule A stipulates that “Start Point” of the project road is at KM stone 103 and “End Point” of the project road is at KM stone 164, thereby resulting into project road length of 61 kms.</p> <table border="1"> <thead> <tr> <th>Link ID</th> <th>Road Details</th> <th>State Highway No.</th> <th>Existing Length, km</th> <th>Design Length, km</th> <th>Start of km Stone</th> <th>Start Chainage of km Stone</th> <th>End of km Stone</th> <th>End Chainage of km Stone</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Near Rampura Intersection to Pilvai intersection</td> <td rowspan="2">55</td> <td>32.24</td> <td>32.25</td> <td>103</td> <td>103</td> <td>135</td> <td>135.250</td> </tr> <tr> <td>2</td> <td>Pilvai intersection to Himatnagar</td> <td>28.50</td> <td>28.50</td> <td>135</td> <td>135.250</td> <td>164</td> <td>163.752</td> </tr> </tbody> </table> | Project No. | Project Name | Length in Km | Concession Period | Estimated Project Cost ***in Rs Crore | GSHPI/ICB/01 | Upgrading To Four Lane and Maintenance Of Mehsana-Himatnagar, SH-55 Under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis from km 103+000 to km 163+752. (The Scope does not include construction of new additional two lane Sabarmati Bridge at km 146+700) | 60.75 | 12 years (Including 24 months of Construction period) | 353.25 | Link ID | Road Details | State Highway No. | Existing Length, km | Design Length, km | Start of km Stone | Start Chainage of km Stone | End of km Stone | End Chainage of km Stone | 1 | Near Rampura Intersection to Pilvai intersection | 55 | 32.24 | 32.25 | 103 | 103 | 135 | 135.250 | 2 | Pilvai intersection to Himatnagar | 28.50 | 28.50 | 135 | 135.250 | 164 | 163.752 | <p>Total length as described in Annex I of Schedule A i.e 60.752 kms. The latitude and longitude of start and end points are as follows:</p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Details</th> <th>Latitude</th> <th>Longitude</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Start point</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>End Point</td> <td></td> <td></td> </tr> </tbody> </table> | Sr No | Details | Latitude | Longitude | 1 | Start point | | | 2 | End Point | | | Please refer Addendum-1, attached Schedule A and B therewith. |
| Project No. | Project Name | Length in Km | Concession Period | Estimated Project Cost ***in Rs Crore | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GSHPI/ICB/01 | Upgrading To Four Lane and Maintenance Of Mehsana-Himatnagar, SH-55 Under Design, Build, Finance, Operate, Maintain, and Transfer (DBFOMT) - Annuity Basis from km 103+000 to km 163+752. (The Scope does not include construction of new additional two lane Sabarmati Bridge at km 146+700) | 60.75 | 12 years (Including 24 months of Construction period) | 353.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Link ID | Road Details | State Highway No. | Existing Length, km | Design Length, km | Start of km Stone | Start Chainage of km Stone | End of km Stone | End Chainage of km Stone | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Near Rampura Intersection to Pilvai intersection | 55 | 32.24 | 32.25 | 103 | 103 | 135 | 135.250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Pilvai intersection to Himatnagar | | 28.50 | 28.50 | 135 | 135.250 | 164 | 163.752 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sr No | Details | Latitude | Longitude | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Start point | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | End Point | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | <p>Please clarify whether the road length is 60.75 km or 61 km</p> <p>It is suggested that the Start and End point be linked to GPS co-ordinates rather than with KM stones which are prone to disturbance and dislocation during development and construction phase resulting into dispute with IC</p> | | |
| 234. | <p>Horizontal Alignment</p> <p>f. Schedule A – Appendix IV (c)</p> <p>g. Schedule B – Clause 2</p> <p>h. Schedule B (Annexure II, SI. No. 5)</p> <p>i. Schedule B (Annexure I, Clause 4.2& 4.10</p> <p>j. Volume IV – Drawings, Plan and Profile</p> | <p>3. Appendix IV (c) of Schedule A lists down that there are curves which are deficient (radius < 230m) which needs improvement. Also as per Serial no 5 of Annexure II of Schedule B states that minimum radius of the curve shall be 360m. Also it is stipulated that existing horizontal alignment (shown in the drawing volume, having 18 curves less than 360m radius) is to be followed and design project road have to be accommodated in COI (26m). In trying to improve the curves there is likely to be substantial reduction on design speed which has been stipulated to be 100/80 kmph for rural areas and 60/50 kmph for Urban sections.</p> <p>4. One or more parameter of the stated stipulations will need to be relaxed to accommodate the design.</p> <p>Kindly guide us as to which parameter stated above shall govern the horizontal design.</p> | | <p>Bidder must have his own designs within available ROW.</p> <p>Concessionaire will have freedom for his own design considering minimum criteria mentioned in RFP.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 235. | <p>Pavement & Pavement Composition</p> <p>c. Schedule B, Annexure – I Clause 4.3</p> <p>d. Draft CA, Article 2.1.1 Obligations of CA.</p> | <p>5. The para 4.3 of Annexure I and Appendix II of Schedule B contains minimum requirements of crust thickness to be followed. This requirements limits the concessionaire's innovativeness as regard Pavement Design as IRC 37 2012 allows alternative pavement strategies which may result in lesser costs and thereby economy in financing of the project.</p> <p>6. In such type of projects by NHAI, other state Government Agencies and Model Concession Agreement of GOI it is normally a practice to</p> | <p>Minimum MSA for design of pavement crust shall be_____. The concessionaire shall be allowed to design pavement crust layers considering minimum MSA.</p> | <p>Design freedom rests with Concessionaire while minimum standards are also to be followed.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |

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| | | <p>stipulate MSA and allow the concessionaire to find out the best alternative pavement strategy to economize on the project cost.</p> <p>7. There seems no reason to restrict the design innovativeness of the Concessionaire especially in DBFOMT project. Not allowing Concessionaire to adopt innovative and latest technology for economizing the project cost will only result in an increase in Annuity amount to be paid by the Govt. which may be completely avoided.</p> <p>8. It is suggested that only MSA may be specified and Design aspect of the pavement be left to concessionaire as maintenance for 10 years of the Project Highway is the obligation of the Concessionaire.</p> | | |
| 236. | <p>Proposed Pavement Design</p> <p>c. Schedule A, Appendix – IV a : Pavement Condition</p> <p>d. Schedule B, Appendix – I and Appendix – II, Typical Cross Sections and Pavement Schedule</p> | <p>2. Schedule A, existing pavement condition in about 24km in Section 1 and in about 28.752km in Section 2 is stated to be fair to poor. Since the defect liability period of recent work carried out on the existing project stretch must have been recently completed, it is likely that the distress may not have sufficiently surfaced yet and based on such judgment, the sections have been proposed for overlay which would on judicious consideration may require to be reconstructed.</p> <p>Accordingly it is suggested that the typical cross section and Appendix I of Schedule B be modified.</p> | | <p>It is envisaged to have overlay as per structural analysis and requirement.</p> <p>Design freedom rests with Concessionaire while minimum standards/layer thicknesses as stipulated are also to be followed.</p> <p>Please refer Addendum-1, attached Schedule B therewith.</p> |
| 237. | Access Control for Project Highway | <p>5. The drawing Volume – IV contains list of 166 accesses besides 52 minor intersections and 8 major intersections.</p> <p>6. The accesses to surrounding neighborhood will restrict the provision of crash barrier and will defeat the purpose of access control.</p> <p>7. Further, with frequent access to the project</p> | <p>Accesses, Major & minor junctions and intersection are to be provided as per Schedule B. Any modifications will be done in consultation with IC.</p> | <p>Project development has to be carried out as per RFP.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |

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| | | <p>highway, there is the possibility of occurrence of many accident prone zones due to creation of black spots, thus defeating the very purpose of crash barrier to provide safety.</p> <p>8. This is in violation of the Provision in this regard in para 2.12.1(iv) of IRC SP84:2014 which specifies the minimum distance 3 km from the nearest intersection.</p> <p>In view of the above appropriate deviation to Schedule D may be specified</p> | <p>Since the number of accesses will be in deviation from provision of para 2.12.1(iv) of IRC SP 84: 2014, It shall be included in the deviation list of Schedule D.</p> | |
| 238. | <p>Vertical Alignment</p> <p>e. Schedule B – Clause 2</p> <p>f. Schedule B (Annexure II, SI. No. 7)</p> <p>g. Schedule B (Annexure I, Clause 4.2</p> <p>h. Volume IV – Drawings, Plan and Profile</p> | <p>5. Schedule B Cl 4.2 states that the FRL of the road and structures shall not be reduced than that provided in alignment plan and profile.</p> <p>6. Further, Annexure II SI No. 7 states that minimum distance between two PVI shall not be less than 150m.</p> <p>7. The existing vertical profile based on which FRL are fixed, does not follow 150m distance between PVI criteria.</p> <p>8. If we follow the existing FRL and the proposed minimum PVI distance, it will warrant a lot of raising resulting in higher costing by the bidder.</p> <p>In view of the above, only minimum and maximum limits of grade and distance between two PVI's shall be fixed and the Concessionaire shall be allowed to finalize the vertical profile. Provision of fixed FRL shall not be enforced on the Concessionaire.</p> | <p>The Concessionaire shall design the vertical profile considering the following in consultation with IC:</p> <p>a. FRL at structures and junctions shall not be lowered.</p> <p>b. Minimum distance between PVI shall be 150m.</p> <p>c. Intermediate Sight Distance shall be achieved at all vertical curves.</p> <p>d. Minimum height of embankment shall be as per IRC SP 84:2014.</p> <p>e. The Concessionaire shall be responsible for any water stagnation resulting from his profile and in case of water stagnation; lane closure clauses shall be applicable.</p> | <p>Project development is expected within available ROW of 30m and construction width of 26m in rural sections and 30m in urban sections as per RFP stipulations.</p> <p>Drawings provided are for reference. As per RFP, enhancements may be attended beyond minimum stated requirements.</p> <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 239. | <p>Slope Protection & Drainage</p> <p>c. Schedule B – Annexure I, Clause 4.11 & Appendix IX</p> | <p>2. As per Appendix IX, side ditches are proposed on both sides of carriageway in rural section, whereas Typical Cross Sections (Appendix II) shows drain on only one side.</p> <p>Kindly clarify the discrepancy.</p> | <p>Since the concessionaire is obliged to design the road cross section including drainage and accommodate it within the COI of 26m, the decision to provide side ditches or otherwise may be left to him based on site</p> | <p>Side drains need to be provided on both sides of the carriageway depending on topographical condition/hydrology. These are expected to be accommodated</p> |

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| | d. Schedule B – Appendix II, Typical Cross Section | | condition and in consultation with IC. If required deviation in this regard shall be made in Schedule D. | within available width. |
| 240. | Slope Protection & Drainage c. Schedule B – Annexure I, Clause 4.11 & Appendix IX d. Schedule B – Appendix II, Typical Cross Section | 4. As per Appendix IX, median drains at super elevated sections are required in median of 800mm. 5. The flow of the drain will be obstructed by crash barrier posts and other project facilities proposed in the median. 6. Hence kindly delete the criterion for providing median drain as it is not possible to accommodate it within 800mm and allow water to run-off on pavement surface. | | Please refer Addendum-1, attached Schedule B and D therewith. |
| 241. | Metal Beam (W Beam) Crash Barrier b. Schedule B – Annexure I, Clause 4.13B <i>“Metal beam crash barriers shall be installed on either sides of extremes of shoulder edges all through the length of the project corridor”</i> | 6. As IRC SP 84:2014, Crash Barriers are warranted in case there are obstructions in the clear zone. If adequate clear zone distance is available, there is a reasonable expectation that most drivers of vehicles that leave the roadway will have enough room to regain control and return to the pavement without a serious crash occurring. As per international best practices, such unnecessary placement of barrier shall constitute a hazard, because there is a higher probability of injuries and/or fatalities in such cases. 7. In cases where clear zone is available, unnecessary placement of barriers will increase the chances of road crashes and resulting injuries & fatalities and will vitally affect the safety on the Project Highway. 8. Further, unnecessary placement of crash barriers will only increase the project cost and create an avoidable financial burden on R&BD, GoG. 9. Also the drawing Volume – IV contains list of 166 accesses besides 52 minor intersections and 8 major | The crash barriers on the edges shall be provided as per warrants specified in IRC SP 84:2014. Minimum width of the shoulders shall be 2.0m. Amendment to Schedule B to this effect shall be provided. Concessionaire shall provide additional widths of shoulders for placement of road furniture in consultation with IC. | Please refer Addendum-1, attached Schedule B and D therewith. Project development has to be carried out as per RFP. |

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| | | <p>intersections. This will require an opening at every 166 accesses apart from all major junction and minor junction/intersections which would in no way suffice the purpose of installing crash barriers on either sides of the project corridor for access control.</p> <p>10. Due to the sudden exit and entry of the vehicles through the accesses; the probability of accidents due to collision with traffic plying on highway increases and will create multiple black spots and all such locations will become accident prone zones and will decrease the safety of road drastically. Hence the very purpose of providing crash barriers for safety is defeated.</p> <p>11. As per IRC SP 84:2014 Figure 9.13, “<i>There must be at least 600mm clearance between the back of the W-Beam and start of embankment, as well as there must be at least 750-1000mm distance between front of the W-Beam and paved edge</i>”. By this principle, the total width of required hard shoulder will be 750mm (front clearance) + 383mm (w-beam) + 600mm (back clearance) = 1683mm, say 1700mm which is greater than 1250mm proposed in the Typical cross sections. The width of the proposed hard shoulders seems insufficient for providing crash barrier on edges.</p> <p>12. For W-beam crash barrier design shown in the Drawing Volume, minimum deflection distance suggested in IRC SP 84:2014 and other codes around the world is between 1.0m to 1.2m. It is recommended that from the back of the post, this clearance be provided. Considering this, space will be needed for providing signs, distance indicators, light poles etc. on the shoulder beyond 1.0m from the back of the W-Beam. In view of the same the</p> | | |

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| | | <p>shoulder width needs to be revised even beyond 1700mm to accommodate road furniture.</p> <p>In view of the above, placement of crash barrier on extreme edges all through the project length shall be reviewed, as clear guidelines for Crash Barrier warrants are available in IRC SP 84: 2014 Cl. 9.7.</p> | | |
| 242. | <p>Metal Beam (W Beam) Crash Barrier</p> <p>b. Schedule B – Annexure I, Clause 4.13B “Central divider shall have two post metallic crash barrier in center with W Beam on either sides of the posts aligned along traffic movement to act as divider all through the length of the project corridor”</p> | <p>3. As per IRC SP 84:2014 Figure 9.13, “<i>There must be at least 1000mm clearance between the back of the W-Beam and any solid object</i>”. By placing two post metallic crash barriers next to each other, each post will act as obstruction within deflection distance of the other post, which is clearly not allowed as per IRC SP 84:2014.</p> <p>4. Also as per IRC SP 84:2014 clause 9.7.5.2, the New Jersey type concrete median barriers shall be provided in case of narrow median of 2m or less width.</p> <p>5. As per IRC SP 84:2014, minimum shyness required is 500mm as against provision of 0.25m in Schedule B. The end to end width at the top of the crash barrier as per the TCS comes out to be “81mm(offset) +150mm(spacer) +150mm(Post) +150mm(Post) +150mm(spacer) +81mm(Offset) = 762 mm”. Against this, the median width is 800mm; which will leave only “((800mm – 762mm) /2 = 19mm” space. Hence the available offset from W-beam face to the extreme edge of the travel lane is only 0.269m. Moreover, there is no provision of kerbs in the median adding to the safety hazard.</p> <p>6. Further, For W-beam crash barrier design shown in the Drawing Volume, minimum deflection distance suggested in IRC SP 84:2014 and other codes around the world is between 1.0m to 1.2m. It is recommended that from the back of the post, this clearance be provided. In the proposed configuration,</p> | <p>Due to the mentioned reasons, It appears that providing New Jersey type concrete median barrier is the only safe and acceptable solution.</p> | <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |

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| | | <p>an additional post is placed in this deflection distance, thus not giving enough room for deflection of the W-Beam Crash barrier. Hence the flexibility of W-Beam is hampered.</p> <p>7. Also in case of an errant vehicle, especially heavy trucks, hitting the central barrier, a deflection of 1.0m will take the crash barrier in to the lane of opposing traffic which will be a hazard in itself. There will be higher probability of vehicles in the opposing lane getting involved in road crash due to this reason. This is partly because required shyness and paved shoulder widths are not available for vehicles to sway in case the crash barrier intrudes in the opposite traffic lane. Hence the median crash barrier itself will act as a hazard in case of collision.</p> <p>8. The concessionaire in general cases is not responsible for road crashes. However repairing and maintaining the W-Beam crash barriers due to such crashes will be his responsibility. This will become recurring, time consuming and costly job. It will also involve repeated lane closure affecting his annuity payments.</p> <p>9. Due to the collision of heavy vehicles with the crash barrier, there are chances that the posts may protrude out and damage the road crust thereby creating the situation of lane closure for no fault of the concessionaire.</p> <p>10. The repeated damages to the median crash barriers, leaving dangling beams will in addition to being safety hazard also affect the aesthetics of the highway.</p> <p>Hence knowing that the median crash barriers will be a safety hazard given the width of the median & the roadway, it is desirable to provide a rigid barrier. Rigid Barriers are mandated in IRC SP 84:2014 at locations of restricted median width, considering the safety hazards</p> | | |

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| | | of W-Beam Crash Barrier. Kindly allow for New Jersey type concrete median barriers instead of Metal Beam (W Beam) Crash Barrier in median. | | |
| 243. | Metal Beam (W Beam) Crash Barrier b. Schedule B – Annexure I, Clause 4.13B “Metal beam crash barriers shall be installed on either sides of extremes of shoulder edges all through the length of the project corridor” | 2. As per IRC SP 84:2014 Figure 9.13, “ <i>There must be at least 600mm clearance between the back of the W-Beam and start of embankment, as well as there must be at least 750-1000mm distance between front of the W-Beam and paved edge</i> ”. By this principle, the total width of required hard shoulder will be 750mm (front clearance) + 383mm (w-beam) + 600mm (back clearance) = 1683mm, say 1700mm which is greater than 1250mm proposed in the Typical cross sections. Further, space will be needed for providing signs, distance indicators, light poles etc. on the shoulder beyond 1700mm. The width of the proposed hard shoulders seems insufficient. The proposed width of the Hard Shoulder may please be revised accordingly or suitable deviation, regarding width of shoulders at locations of crash barrier, to schedule D may be specified. | Minimum width of the shoulders shall be 2.0m. Amendment to Schedule B to this effect shall be provided. Further crash barriers on the edges shall be provided as per warrants specified in IRC SP 84:2014. Concessionaire shall provide additional widths of shoulders for placement of road furniture if required. | Please refer Addendum-1, attached Schedule B and D therewith. |
| 244. | Noise Barrier d. Schedule B, Annexure-I, Clause 4.14.1 e. Schedule C, Annexure-I, Clause 2.4 f. Schedule C, Appendix-III | 3. As per Appendix III of Schedule C, “ <i>The Concessionaire shall ensure that the proposed boundary wall is sited outside the RoW, within the boundaries of the sensitive receptors.</i> ” 4. Further, “ <i>The barriers at suggested locations shall be provided prior to commencement of work in Consultation with the IC and local Authorities.</i> ” Please provide necessary rights by the end of the development period to enter the premises of these structures, demolish their existing architectural walls and construct new noise barriers as this will affect construction schedule, progress and subsequently milestone achievement, as completion of noise barrier is required prior to commencement of Construction | | R&BD, GOG will facilitate. |

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| 245. | Noise Barrier b. Schedule C, Appendix-III | 4. Kindly specify the length / extent of noise barrier at each sensitive receptor location. 5. Since the work of noise barrier is proposed to be completed before the commencement of actual construction of Project Highway, it has direct impact on construction schedule, progress and milestone achievement. 6. Hence it is necessary to know the <u>exact length of walls</u> to be constructed at each sensitive location. | | Please refer Addendum-1, attached Schedule B and C therewith. |
| 246. | Solar Street Lights c. Schedule B, Annexure-I, Clause 4.14.5 d. Drawings, Volume – IV | 3. Considering the extent of solar power to be provided for street lights and fountains, alternative arrangements for providing solar generated power to street lights against ones suggested in Schedule B and Drawing Volumes may be allowed, considering they are approved by IC and satisfy MNRE standards. 4. Since the solar power requirement is huge, large PV banks will be required to provide solar power. Will the land for provision of the PV banks provided by R&BD, GoG? | Government shall identify land along the project corridor for provision of power banks. Further, alternate design / arrangements providing solar energy shall be allowed in consultation with IC. It is also requested that the Government may facilitate / assist Power Purchase Agreement with GETCO if needed for provision of alternate designs. | Within available ROW, the Concessionaire is given design freedom with opportunity to partner greener cause. No extra land provision, concessionaire has to accommodate within available land. |
| 247. | Tree Removal & Transplantation c. Schedule B, Annexure – I, Clause 4.14.11 d. Schedule B, Annexure – I, Clause 5.2 | 3. Further, kindly specify the timeline for removal of trees by R&BD, GoG. 4. Further, kindly specify the timeline for transplantation of trees. | | Tree cutting permission has already been obtained. Estimated to cut 9656 number of Trees and 516 numbers of trees are estimated for transplantation. The process of removal and Transplantation of trees is initiated. |
| 248. | Shifting of utilities b. Article 12 of the DCA | 5. It is mentioned that shifting of utility is undertaken by R&BD, GOG. 6. There is no provision of utility corridor (due to restricted width of 26m). In urban area, utility corridor will be definitely needed otherwise it will | | Relocations of Electrical lines are in advanced stages. Please refer clause 5.2 of Schedule-B for shifting of utilities. |

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| | | <p>be difficult to maintain the road for 10 years.</p> <p>7. Due to right-of-way constraint, it is requested to R&BD, to provide all the bidders actual location of all utilities on plans from respective utility owners. These utilities shall be shifted during the development period as these will vitally affect the progress of the concessionaire.</p> <p>8. It is mentioned that the concessionaire shall be compensated for the delay in shifting of unforeseen utilities by extension of construction period.</p> <p>Kindly specify how the delay will be computed to avoid the conflict during execution period.</p> | | |
| 249. | Kilometer & Hectometer Stones b. Schedule C, Annex – I, Clause 2.1.2 | <p>2. In view of provision of crash barrier along either sides of the shoulder, kilometer & hectometer stones may not be visible.</p> <p>It is suggested to provide alternative arrangement.</p> | | <p>Kilometer, fifth kilometer stones and hectometer stones should be provided as per RFP.</p> <p>Please refer Addendum-1, attached Schedule B and C therewith.</p> |
| 250. | Sabarmati River Bridge c. Schedule B, Annexure – I, Clause 4.7 d. Schedule B, Appendix – VI, (a), SI No. 7 | <p>2. There is a major (Sabarmati) bridge (8nos of 37m span = 296 m length) along the profile of the Project Road. Also Schedule B Appendix VI a) SI no7 states “<i>Retain and Repair Existing Bridge</i>” which is not a clear indication of what repairs are exactly to be performed.</p> <p>Kindly spell out the minor and major repairs of Sabarmati river major bridge in Schedule B as the cost of its maintenance has direct and vital impact on the economy and annuity payment of the Project.</p> <p>Also any future repairing involved in the bridge, beyond the ones specified in Schedule B shall not constitute/trigger in lane closure.</p> | <p>Repairs works shown in schedule B Appendix VI shall be carried out. Any future major repairs shall not constitute lane closure.</p> <p>Kindly specify all necessary repairs to be carried out by the Concessionaire in Schedule B, especially those mentioned in the DPR as DPR is not part of DCA.</p> | <p>Minor and major repairs of Sabarmati river bridge are included in the estimate. Please refer drawing volumes page no.272 for detail of maintenance/repairs.</p> <p>Please refer Addendum-1, attached Schedule B therewith.</p> |
| 251. | Project Milestones c. Schedule G, Clause 1, | <p>3. The project milestones are linked to the completion of minimum continuous stretches of defined length for each milestone as per road cross sections.</p> | <p>The project milestone shall be linked with the financial progress of the work by the concessionaire.</p> | <p>Please Refer Addendum-1, Sr. No. 10 (Schedules).</p> |

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| | <p>Project Completion Schedule</p> <p>d. Lump Sum Payment, Article 27.5 of the DCA.</p> | <p>4. This will be impractical as</p> <p>e. The traffic management during construction requires that alternative stretches of the road are taken up for execution and even if small stretch of road length is not completed because of no fault by concessionaire (like trees & utility shifting), the entire length may not be considered for achievement of milestone.</p> <p>f. Lump sum payment has been linked to completion of road as per its cross sections, which is impracticable, as some items specially related to finishing stage are normally done at last and for entire road. This is also required from point of Traffic Management. Hence % Lump sum payments may be linked to % financial progress achieved.</p> <p>g. Further, if 5 kilometers of BC is completed for first milestone in 6th month, its roughness and deflections are likely to be measured after 1.5 years at the time of project completion. Under such scenario it is impractical to expect the service level criteria identified in Schedule K (i.e. at time of project completion). So Kindly consider testing as per Schedule I for completed length prior to release of lump sum payment and the said stretch shall be considered for O&M only as per Schedule K & L from then onwards.</p> <p>h. Since release of Lumpsum payment is linked to the achievement of the milestones, the concessionaire may be left without receiving the lumpsum payment and this will result in an increase in the IDC cost and tendency of higher annuity quote. Thus, the very purpose of Lump sum payment resulting into lower annuity will be lost.</p> | <p>Kindly consider testing as per Schedule I for completed length prior to release of lump sum payment and the said stretch shall be considered for O&M only as per Schedule K & L from then onwards.</p> | |

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| | | <p>It is therefore requested that achievement of milestones be linked with the financial progress of the concessionaire as is the general practice.</p> <p>Also if the some part of project length cannot be completed due to reasons attributable to R&B, GOG than the given provision of achieving minimum continuous stretch should be waived off. This is because lump sum payment is not provided due to reasons not attributable to the Concessionaire, it will lead to financial crisis as annuity amount and bank drawdowns are calculated considering these lump sum payments.</p> | | |
| 252. | <p>Periodic Maintenance</p> <p>e. Schedule B, Annexure II, Pavement Design, Sr. No. 2</p> <p>f. Schedule K, Appendix K-I, Clause 2.3.7</p> <p>g. Schedule K, Appendix K-I Clause 3.1.1.2</p> <p>h. Schedule K, Appendix K-I Clause 3.1.1.4</p> | <p>2. As per point 2 of Pavement Design, Appendix II of Schedule-B, the design period for pavement is to be taken as 15 years and it appears that strengthening of the pavement is made mandatory during 8th and 14th year. However, the concession period ends on 12th year.</p> <p>3. As per Clause 3.1.1.4.1 of Schedule K for Project road condition at the end of Concession Period, <i>“The concessionaire shall handover the project road to R&BD, GoG at the end of Concession period with riding quality with acceptable roughness value 2000mm/km”</i>. Since the maintenance requirement stipulated in Section 3.1.1.2 of Schedule K, states that <i>the average roughness shall not exceed 2500 mm/km during the maintenance period</i>, an additional overlay will be required during handover apart from compulsory overlays defined in Schedule B.</p> <p>4. As per the provision of Schedule B, periodic maintenance at the end of 8th year, 14th year and at the time of handover is specified. Such repeated overlays are unfruitful, unnecessary and technically wrong. The term ”DBFOMT” will bear no</p> | <p>Periodic maintenance like overlay can be delayed/deleted in case maintenance criteria specified in schedule K Appendix K-I clause 3.1.1.2 are satisfied.</p> <p>Addendum deleting overlay requirement for 14th Year specified in Schedule B shall be given.</p> | <p>Please refer Addendum-1, attached Schedule B therewith.</p> |

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| | | <p>meaning if all such provisions are mandated. Instead the provision of overlay should be linked to the requirement to the maintenance parameters and overlay should be provided only if required.</p> <p>5. In a situation where widening due to capacity augmentation is warranted at the time of handing over, then cost of providing overlay will be infructuous and unwarranted adding unnecessary cost to the project.</p> <p>6. Further, future overlays will require resetting all crash barriers to achieve heights specified in IRC SP 84:2014. Now, if the pavement is to be designed for 15 years, three periodic maintenance overlays during 8th year, 14th year and at the time of hand over within the design period will only add to the cost, subsequent rise in the annuity and totally avoidable financial burden on R&BD.</p> <p>Kindly relax the provision of compulsory overlays in Schedule-B if the minimum requirement of the Clause 3.1.1.2 (Periodic Maintenance Works) is achieved by the concessionaire during the concession period.</p> <p>Also Schedule B is required to be revised accordingly for the provision of strengthening layer during 14th year as the said period is out of concession period.</p> | | |
| 253. | <p>Site Hand Over</p> <p>c. Article 4, Cl 4.1.2 (a)</p> <p>d. Article 10, Cl 10.1 and Cl 10.3.1</p> | <p>2. It is understood that 80% in respect of length of the project Highway(ROW) is provided</p> | | As per article stipulations. |
| 254. | <p>Reduction of Scope</p> <p>b. Draft CA, Cl. 16.6</p> | <p>4. In case of reduction in scope, it is the R&B which has been assigned to decide cost of “Sum Saved” with certification by the IC. The definition of “sum saved” shall be clearly mentioned to indicate the</p> | <p>Sum saved shall be defined as “Net amount of money not expended by the concessionaire. When the works are deleted, the net amount of the deleted</p> | <p>No change. The conditions of the RFP document prevail.</p> |

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| | | <p>sum saved by the concessionaire from their financial model. It is inappropriate to deduct amount based on assumptions. Further, all reduction of scope related to COD shall be finalized before issuing the COD.</p> <p>5. Moreover the entire sum saved is to be paid by the Concessionaire forthwith.</p> <p>6. This is harsh provision as</p> <p>h. As the Concessionaire has prepared the financial model based on the detailed cost analysis carried out by him, and as he is most vitally affected by the decision, it's the Concessionaire who should be tasked with proposing the "sum saved", as is the usual practice. The R&B, GoG and IC can check with the approved financial model and certify it later.</p> <p>i. Also only 80% of the sum saved shall be considered. The recovery of the 100% of the "sum saved" is illogical as the Concessionaire will have already expended some costs like engineering, procurement, establishment and overheads and hence the concessionaire should be allowed to retain some part of the cost (20%) as compensation for such costs.</p> <p>j. Further, the provision of obliging concessionaire to make full payment forthright on issue of change of scope order is highly impractical as it will be impossible for him to raise money for this payment from the bank, when the work is not executed.</p> <p>k. If some major item is considered under reduction of scope having large bearing on the costing of the entire project, recovery of 100% will affect the whole financial structure of the</p> | <p>works, not expended by the concessionaire, shall be considered from the concessionaire's submitted financial model." The concessionaire shall be asked to provide entire financial model along with detailed cost estimate on which the financial model is based.</p> <p>If the concessionaire shall have failed to complete any construction works on account of Force Majeure or for reasons solely attributable to the R&BD, GoG, the R&BD, GoG may, in its discretion, require the concessionaire to pay 80% (eighty percent) of the sum saved (as defined in definitions) there from and adjust the same from subsequent annuity payments by maintaining the equity IRR. Upon such adjustment by the R&BD, GoG, the obligations of the concessionaire in respect of such works shall be deemed to have been fulfilled.</p> <p>Note*: Attached copy from Concession agreement of SHDP projects "Tarapur-Khambhat" and "Savli-Halol"</p> | |

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| | | <p>project.</p> <p>1. It is general practice on other such projects of NHAI, State Govt. and also as per Model Concessionaire Agreement of GOI that only 80% of the “sum saved“ due to reduction of scope is recovered by adjusting the annuity payments, keeping same IRR as accepted for the project.</p> <p>m. Further, in order to keep the annuity payments same by deducting 100% of the sum saved, the R&BD, GoG, will end up paying more interest (as per IRR of Concessionaire) than the market debt rate, which can be entirely avoided.</p> <p>It is therefore suggested to modify the provision in line with our suggestion as above.</p> | | |
| 255. | Existing Widths of Roads near Sabarmati Bridge b. Schedule – B, Appendix –I (Pg. 15) | <p>2. Its mentioned that LHS Carriageway is 10 M and RHS Carriageway is 10 m, i.e. Total 20m, while TCS type K applicable for this stretch show total carriageway width of 10M only including bridge length.</p> <p>The discrepancy in width may kindly be reconciled and the length of the bridge shall be excluded from the TCS-K schedule.</p> | | Please refer Addendum-1, attached Schedule B therewith. |
| 256. | Permits to be Obtained b. Schedule –B, Para5.3 (Pg.10) | <p>2. The necessary should be replaced by “Permits required under an Applicable Law” as otherwise it’s not possible to foresee which or how many permits are required.</p> | | Not agreed, No change |
| 257. | b. Draft CA, Clause 44.3-b | <p>2. In the wording of Article there is typographical error as it should be 4.4.3(B) instead of 44.4.4(B) as mentioned therein.</p> | | Please Refer Addendum-1, Sr. No. 4 (Concession Agreement). |
| 258. | Lump sum Payment | <p>2. Lump sum payment has been linked to completion of road as per its cross sections, which is impracticable, as some items specially related to finishing stage are normally done at last and for</p> | The project milestone shall be linked with the financial progress of the concessionaire. | Not agreed |

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| | | entire road. This is also required from point of Traffic Management. Hence % Lump sum payments may be linked to % financial progress achieved. | | |
| 259. | Bid Security Amount c. Definition "Bid Security" Page no 121 of DCA d. RFP para 2.2.7 | 2. The definition of "Bid Security" specifies the amount as INR 6.35 crores while para 2.2.7 of RFP describes "Bid Security" as INR 3.5 crores. Kindly reconcile the discrepancy. | | "Bid Security" is INR 3.5 crore. Please Refer Addendum-1, Sr. No. 6 (Concession Agreement). |
| 260. | RFP / Clarifications b. RFP Clause 2.8 | Please indicate if clarifications issued with response to queries will be a part of the Final Concession Agreement. | Clarifications shall be part of final CA to avoid any issues with IC during development / construction phase. | Clarifications issued with response to queries will not be a part of agreement, only Addendum will be a part of agreement. |
| 261. | Bus Bays b. Corridor of Impact at bus bays | Schedule D – Deviations in standards state that bus bays and passenger shelters are well accommodated in the right-of-way. However for construction purposes, the Concessionaire will be allowed to use only the Corridor-of-impact. Kindly clarify if entire right-of-way is to be used along with relaxation in corridor-of-impact allowed for construction of bus bays. As per Typical Cross section of bus bay /shelter in Drawing Volume page no 230, the proposed bus bay is beyond the COI. Kindly ensure that the land required for the construction of bus bays beyond COI will be already acquired during development period. Further, the bus bays will have a direct impact on project milestone achievement and release of lumpsum payments. Hence it is essential that land for bus bays is available by the end of the development period. | | Bus bays / shelters are accommodated in the right-of-way. No extra land is envisaged for bus bays/ shelters construction. |
| 262. | Closing Schedule for irrigation | It is requested to provide the closure schedule of canals and also provide the approved GAD of structures as per | | Concessionaire will have to get canal closure schedule & approval |

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| | structures b. Schedule D, Annex-I, Clause no 2, Deviation in Standards. Point no 13 – Item I – <i>“The construction plans shall be prepared as per closure schedule of canals. Approval of GAD from irrigation department may be required.”</i> | the requirements of Schedule B provision. | | of GAD from the irrigation department; however R&BD (PIU) will assist/help in getting necessary permissions. |
| 263. | Sabarmati Bridge d. Schedule B – Clause 2 e. Schedule B (Annexure I, Clause 4.2 f. Volume IV – Drawings, Plan and Profile | The alignment plan and profile shows considerable raising at existing Sabarmati Bridge location. It appears that levels for proposed bridge have been considered instead of existing Sabarmati Bridge. Correct profile may be provided to ensure compliance to minimum FRL criterion. | | Please refer Addendum-1, attached Schedule B therewith. |
| 264. | Bid Due Date | The prospective bidders are to receive replies to their pre-bid queries by 31 st October, 2015. Considering the festival season of Diwali, less than 15 working days are left for finalizing bids after receiving response to queries. We request R&BD, GoG to kindly extend the bid submission date by at least one month to 20-12- | Addendum will be issued if necessary. | Corrigendum is being issued. |

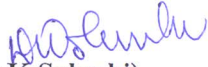
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| 265. | Level Crossing | It is understood from Schedule B that widening of Level Crossings is not under the scope of the concessionaire. | | At-grade railway crossings with widening of gates as per cross section are envisaged. Railway authorities have been requested to increase the width of gate opening to match the improved highway. |
| 266. | Excise exemption | Kindly indicate if excise exemption for imported machineries shall be granted to the Concessionaire. | | No excise exemption. |
| 267. | General Design Related | Since this is a DBFMOT project, it is understood that the Concessionaire will be given design freedom. However in this project, horizontal alignment and vertical profiles are fixed, FRLs are also fixed, VDF for pavement design is fixed and minimum thickness for pavement layers are fixed. Kindly guide us as to how design freedom is ensured to the concessionaire. It is the Concessionaire's design innovativeness which helps in reducing the cost and subsequently annuity payment to be given by the Government. Further, since it is the Concessionaire who has to maintain the road for 10 years, he will be the most vitally affected if design freedom is not given. | <p>Minimum MSA for design of pavement crust shall be_____.</p> <p>The Concessionaire shall design the vertical profile considering the following in consultation with IC:</p> <ol style="list-style-type: none"> FRL at structures and junctions shall not be lowered. Minimum distance between PVI shall be 150m. Intermediate Sight Distance shall be achieved at all vertical curves. Minimum height of embankment shall be as per IRC SP 84:2014 in consultation with IC. The Concessionaire shall be responsible for any water stagnation resulting from his profile and in case of water stagnation; lane closure clauses shall be applicable. | Please refer Addendum-1, attached Schedule B and D therewith. |
| 268. | References to DPR in Schedule B | There are numerous references to DPR in Schedule B. As per our understanding DPR will not be a part of the final agreement. In such a scenario, the conditions shall remain unbinding and cause troubles at later stage | | Please refer Addendum-1, attached Schedule B therewith. |

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| | | during development and construction period. It is requested to substitute all references like "As per DPR" with intended constraints / conditions etc. for design | | |
| 269. | Reconstruction of the Road | From the DPR, average characteristic deflection is more than 3mm. Further, the FDD of existing subgrade is found to be less than 1.75 gm/cc. Under such circumstances, kindly indicate conditions under which proposal for overlay is given in Schedule B, so as to avoid future problems with IC during development and construction phase. | | Please refer Addendum-1, attached Schedule B and D therewith. |
| 270. | Right of Way Acquisition for Access Roads & Junctions | It is indicated to improve 166 accesses, 52 minor junctions and 8 major junctions. The alignment of access roads at a number of accesses and minor junctions is changed to improve angle of entry. Kindly indicate if land is available for the suggested realignment. | | No land acquisition is envisaged. Realignment is to be made to the extent of available land. |
| 271. | Project Road Condition at the end of Concession Period Schedule K Cl. 3.1.1.4.1 | <p>1.Regarding Roughness: "<i>The concessionaire shall handover the project road to R&BD, GoG at the end of Concession period with riding quality with acceptable roughness value 2000mm/km</i>".</p> <p>2.The maintenance requirement stipulated in Section 3.1.1.2 of Schedule K, states that <i>the average roughness shall not exceed 2500 mm/km during the maintenance period.</i></p> <p>3.Hence if the road allowed to be maintained with roughness value of 2500mm/km during the maintenance period it is impractical to hand over the same with roughness value of 2000 mm/km.</p> | <p>Addendum to modify the Cl 3.1.1.4.1 of Schedule K may be issued. The Clause shall read:</p> <p><i>Roughness: "The concessionaire shall handover the project road to R&BD, GoG at the end of Concession period with riding quality with acceptable roughness value 2500mm/km"</i>.</p> | Provision as made under Schedule K Cl. 3.1.1.4.1 shall prevail. |
| 272. | As per clause 6 : Railway Crossing, Annex - I of 'Schedule A' | The project corridor is passing through two existing at-grade railways crossings at Km. 120+592 and Km.139+340. There are no ROBs / RUBs proposed at these at- grade railways crossings under clause 4.8: ROB / RUB, Appendix - VII of 'Schedule B'. | Please clarify requirement for widening of existing railway crossings. Please confirm that R&BD, GOG shall procure permission for broadening / widening of existing railway crossing from Railway | At-grade railway crossings with widening of gates as per cross section are envisaged. Railway authorities have been requested to increase the width of gate opening to match the improved highway. |

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| | | | <p>Authorities and any expenditure to be incurred i.e. Railway Supervision Charges, broadening / widening of existing railway crossing and other ancillary works, towards procurement of permission from Railways shall be done by R&BD, GOG</p> | |
| 273. | <p>As per clause 4.10: Geometric Improvement of 'Schedule B'</p> | <p>In order to attain minimum desirable design speed in accordance with 'Schedule D', the improvement in horizontal and vertical alignment shall be proposed within land made available to the Concessionaire.</p> | <p>Please clarify selection criteria to decide design speed at locations exist with land constraint wherein land acquisition is not feasible for Geometric Improvement to attain min. desirable speed. Please also confirm whether the protection work i.e. Toe wall/Retaining wall, slope protection at steep slope, crash barrier etc. required to be proposed to optimize the design speed at locations exist with land constraint shall form part of COS.</p> | <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 274. | <p>As per clause 5.1.1 Pavement Crust thickness given in Schedule-B</p> | <p>Pavement Crust thickness given in Schedule-B are bare minimum. However as per clause 5.7 Concessionaire may employ innovative techniques not provided in IRC or MoRTH Standards with the approval of Independent Consultants. These two clauses are having contradictions</p> | <p>Please clarify whether innovative new designs within the frame work of codal requirements shall be allowed or not.</p> | <p>Please refer Addendum-1, attached Schedule B and D therewith.</p> |
| 275. | | <p>The compensation for delay in handing over of 80% land by R&B which is only 0.1% per day subject to maximum of 20% of Performance Guarantee is not sufficient enough to take care of price escalations for the period of delay.</p> | <p>It is suggested that for any delay more than 3 months or so Price escalation as per standard escalation formula should also be considered in addition to the damages as per</p> | <p>Not agreed. No Change</p> |

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| | | | provision of Clause 4.2. Similarly for delay in completion of work for more than 3 months beyond Schedule Completion Period due to fault of Authority escalation should be considered in order to avoid loading the same on the construction cost. | |
| 276. | As per provision of clause 6.2 | Maintenance obligation prior to Appointed Date the existing road shall have to be maintained in trafficable condition by the Authority during the development period or otherwise cost of any repair should be reimbursed to the Concessionaire. | Please clarify in case no road maintenance is carried out by Authority during the development period and the road is not in traffic worthy condition as on Appointed Date what methodology shall be adopted for Repair & maintenance of road and reimbursement of cost. | Routine maintenance will be continuously attended by R&BD but NO major maintenance before handing over. |
| 277. | | | Also pl suggest the methodology for recording the condition of road as on 7 days before submission of Bid as per provision of clause 6.2. Pl also inform what shall be the impact on the provision of clause 12.2 i.e. maintenance requirement by Concessionaire during construction period in case roads have not been maintained in traffic worthy condition during development period. | Routine maintenance will be continuously attended by R&BD but NO major maintenance before handing over. |
| 278. | As per provision of clause 11.3.2 | | The Concessionaire has to construct any connecting roads | Please Refer Addendum-1, Sr. No. 1 (Concession Agreement). |

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| | | | under change of scope (clause 16) and also has to maintain the road throughout the Concession Period in accordance with the provision of clause 17.1.3. However there is no provision of considering maintenance cost on additional scope of work under the provision of clause 16. | |


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