

**RSHIP Package-02: Development and Maintenance of Barmer-Sindari-Jalore section of SH-16 and Afore- Bali-Mundra (Sanderao to Mundra) section of SH-16 (Total length: 178 Km) under Design, Build, Operate/ Maintain and Transfer on Annuity Mode**

**REPLY TO PRE-BID QUERIES**

Reference Clause	Existing Provisions	Query/Modification Requested	Authority's Response to queries
1	2	3	4
4.2	<p><b>Damage for Delay by the Authority</b>                      ..... Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.</p>	<p>We request you to the keep same calculation rate (0.20%) in both the case i.e. delay by Authority or by the Concessionaire.</p>	As per RFP
4.3	<p><b>Damage for Delay by the Concessionaire</b>                      ..... Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three percent) of the Performance Security for each day "s delay until the fulfilment of such Conditions Precedent Provided, however, that the Damage payable hereunder shall be subject to a maximum amount equal to the Bid Security.</p>		As per RFP

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9.3	<p><b>Release of Performance Security</b> The Performance Security shall remain in force and effect till issuance of the Completion Certificate.....</p>	<p>We requested you to amend the clause so that performance security shall remain in force and effect till One year from appointed date or earlier upon the Concessionaire an aggregate sum that is not less than 30% of the bid project cost. (as per NHAI DCA for hybrid projects)</p>	As per RFP
11.4	<p>..... For the avoidance of doubt, the costs and expense in respect of felling of tress shall borne by the Concessionaire and any revenues thereof shall be paid to the Authority.</p>	<p>It is not possible for the concessionaire to assess the quantum of work involved (Nos of tree to be cut with their girth size) therefor were request you to the Authority should bear the cost of tree cutting. Please also intimate that if any cost estimate has been prepared for the same and please confirm that whether it has been included in the project cost by the Authority or not?</p>	As per RFP
12.3.1	<p>.....The 730<sup>th</sup> days shall be schedule completion day from Appointed date.</p>	<p>Looking to the number of roads and the length time period provided for completion of construction is less therefore We request you to increase the construction period for 910 days.</p>	As per RFP
12.3.2	<p><b>Schedule-G</b> Project completion Schedule as per Schedule G is <b>Project Mile stone-I</b> 20% of physical progress in 150 days from Appointed</p>	<p>In the initial stage of construction period the physical progress remain slow therefore we request to reschedule the Ist and IInd mile stones to 10% and 30%</p>	As per RFP

	<p>date</p> <p><b>Project Mile stone-II</b></p> <p>35% of physical progress in 365 days from Appointed date</p>	<p>physical progress. in 150 days and 365 days respectively.</p>	
12.4.1	<p><b>Maintenance during Construction period</b></p> <p>During the construction period, the concessionaire shall maintain, at its cost, the existing project so that service quality safety thereof pre at no time materially inferior as compared to their condition 7 (seven) days prior to the date of this Agreement.....</p>	<p>As the construction period starts from Appointed date and the time gap between Agreement date and the Appointed date is uncertain therefore we request you to amend the clause as During the construction period, the concessionaire shall maintain, at its cost, the existing project so that service quality safety thereof pre at no time materially inferior as compared to their condition 7 (seven) days prior to the <b>Appointed date</b>.....</p>	As per RFP
12.4.3	<p>The Party expressly agree that in pursuant to the provisions of the clause 12.4.1, the Concessionaire shall, about 7 (seven) days prior to the date of this Agreement and with prior notice.....</p>	<p>As the construction period starts from Appointed date and the time gap between Agreement date and the Appointed date is uncertain therefor we request you to amend the clause as-</p> <p>The Party expressly agree that in pursuant to the provisions of the clause 12.4.1, the Concessionaire shall, about 7 (seven) days prior to the <b>Appointed date</b> and with prior notice.....</p>	As per RFP
14.3.1	<p>Punch List</p>	<p>No item has been specified for the punch list it is requested to specify following items to be included in punch list</p> <p>(i) Plantation of the avenue tree along</p>	As per RFP

*3/2/16*

		<p>with the edge of the ROW and other landscaping within ROW</p> <p>(ii) Completion of work on provision of unlined roadside drains</p> <p>(iii) Lining of roadside drains in identified stretches</p> <p>(iv) Construction of rest area as approved</p> <p>(v) Completion of fencing work of ROW</p> <p>(vi) Turfing on embankment in identified locations</p> <p>(vii) Pointing on stone masonry work</p> <p>(viii) Stone pitching at identified locations</p>	
14.3.2	Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project, if at least 90% (ninety percent) of the Project has been completed)	<p>As per clause 10.3.2 the Authority will have to provide 80% of the land prior to the Appointed date and as per clause 10.3.4 balance land is to be provided within 90 days from appointed date.</p> <p>We requested you to modify the clause 14.3.2 such that the Provision certificate should also be issued upon completion of 90% of the length for which land was provided as on 90 days from appointed date instead of 90% of the entire project length.</p>	As per RFP
23.4	<p>For the purpose of this clause 23.4 the payment Mile stones for release of payment during construction period shall be as under</p> <p>a) I (first) Payment Milestone – On achievement of 20% physical progress</p>	<p>We consider these mile stones are not connected with the project completion schedule mile stones as per schedule G for the payment purpose.</p>	As per RFP

	b) II (second) Payment Milestone – on achievement of 40% physical progress		
	c) III (third) Payment Milestone- On achievement of 60% physical progress		
	d) IV (fourth) Payment Milestone – On achievement of 75% physical progress		
	e) V (fifth) Payment Milestone – On achievement of 90% physical progress		
23.5	In the event the Concessionaire shall achieve COD more than 30 (thirty) days prior to the Schedule Completion Date, the Authority shall pay to the Concessionaire a bonus equal to 1/30% (one by thirty per cent) of the Completion Cost for every day by which COD shall precede the Scheduled Completion Date.	We request you to (a) To relax minimum criterion of 30 days  And (b) As no punch list is specified in Completion therefore specify the punch list for completion certificate as it is almost impossible to achieve the completion without punch list	As per RFP
23.6.4	Interest shall be due and payable on the reducing balance of Completion cost at an interest rate equal to the applicable bank Rate plus 2% (Two per cent).	We request you to change the interest rate to applicable bank rate plus 3% (Three Percent) As per NHAI/Morth DCA	As per RFP
General	Schedule - D	It is specified in schedule D that IRC-73-2007 will be the basis of design. IRC-SP-73-2015 has been published. Kindly clarify that design should be based on IRC-SP-73-2007 or IRC-SP-2015?	As per IRC:SP:73-2007
General	Medical Aid post	Please specify the area of the building for medical aid post	As per provision of Manual having minimum built up area as 25.00 sqm.
General	Toll Plaza	Kindly clarify that land required for full width of toll plaza is available at the location specified or not?	Land Acquisition for Toll Plaza construction is in process.

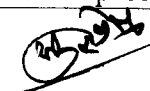
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General		Please intimate (a) Road wise Land Acquisition Status (b) Road wise Status of Forest Clearance if any (c) Road wise status of Environment Clearance	Under process as per applicability.
General		Please intimate if any Excise Duty Exemption/Custom Duty exemption or any other rebate is granted for the procurement of Material/Equipment.	As per applicable Laws/ Rules
4.4	Commencement of Concession Period	Please clarify what particulars, to commence construction need to be conveyed by Notice, once the Appointed Date is declared by the Authority?	As per RFP
Clause No. 42 Definition of Total Project Cost	“Total Project cost shall not exceed the actual capital cost of the Project;”	Actual capital cost has not been defined in the Concession Agreement, please define the term. In the said clause here, please clarify if Total Project cost is being compared with 50% of actual capital cost or 100% of actual capital cost. Also since the Total Project cost has been defined as 50% Bid Project Cost, which is also the bid parameter, please explain the rationale for comparing Total Project Cost with actual capital cost.	As per RFP
General	Does the Proposed Project cause displacement of project affected people/families?	Please provide status	SIA is under process
General		Please clarify whether the Concessionaire has to follow plan and Profile provide along with the Tender Documents or Concessionaire is free to design the	The Project is on DBOT basis therefore concessionaire has to prepare & submit own

		Highway as per Schedule B based on specifications of Schedule D.	design and drawing as per schedule B based on specifications of schedule D.
Schedule- A annex-II Details of Proposed ROW	Schedule- A annex-II Details of Proposed ROW	The Proposed ROW width is short as Compared with TCS-4, 10. The proposed ROW details is not provided from km. 95+450 to 96+000. Please	The Proposed RoW from Chainage 118+500 to 119+450 of "Barmer-Sindhari-Bishangarh" has been proposed 14m which is sufficient for corresponding TCS. The proposed RoW from km 95+450 to 96+000 of "Barmer-Sindhari-Bishangarh" shall be 28m. Please refer Addendum No.1
Schedule B Clause 4.6 & Schedule B Clause 1.1	4.6 Type of Pavement (Appendix B-VI & 1.1 width of Carriage way	Rigid pavement as per Schedule B Clause 4.6 & Appendix B-VI a+b (5.6 km+1.10=6.7km) & but as per schedule B Clause 1.1 the build-up section length is 23.90 km. Please clarify the type of pavement to provide in built up area section other than as specified in Appendix B (VI)	Out of total length of built up portions given in Clause 1.1 of Schedule B, the stretches given in Appendix-VI are to be provided with rigid pavement & rest shall be with flexible pavement. Please refer addendum No.1
Schedule B Clause 4.9, 4.10 & 4.12	Minor, Major, ROBs/ RUBs	Kindly provide the GAD of the Structures with utilities carrying water pipe line.	Please refer Feasibility Report.
	Schedule A, 5. Railway Crossings Table A-4	a.) As per Schedule A, Clause 5, ROB on	Approaches of ROB are not

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	*Note: ROB on this Level Crossing is proposed to be constructed by DFCC Ltd., hence the concessionaire is not required to construct the ROB.	level Crossing C-81 is proposed to be constructed by DFCC Ltd. We presume that the approaches of the ROB will not be in the scope of the Concessionaire.	in the Scope of Concessionaire.
	Schedule A, 5. Railway Crossings Table A-4 *Note: ROB on this Level Crossing is proposed to be constructed by DFCC Ltd., hence the concessionaire is not required to construct the ROB.	Kindly provide current status of construction of ROB and tentative date of completion/handing over to the Authority. Kindly provide approved GAD of ROB along with details of approaches for reference purpose.	The ROB is being constructed through DFCC. It has been confirmed by the Railway Field officials that the work has been awarded to the contractor & is likely to be completed by December 2018. GAD of ROB are owned by the DFCC.
	Schedule A, 17. Referencing system	At some chainages in the referencing system, against existing chainages it is mentioned as "missing". Kindly provide corresponding chainages	The referencing chainages have been given against the existing KM Stones available at Project site.
	Schedule B, 1. Width of Carriageway (a) Barmer -Sindari-Jalore Section	The chainages and remarks provided in the table do not match with the chainages and TCS provided in TCS Schedule for Sr. No. 6,8,11,12, and 13. As per the table the locations are shown in built up sections whereas the TCS applied are not for built up sections. Kindly provide corrected TCS Schedule.	Please refer Addendum No. 2
	Schedule B, 1. Width of Carriageway (b) Ahore-Bali-Mundara (Sanderao-Mundara) Section	The chainages and remarks provided in the table do not match with the chainages and TCS provided in TCS Schedule for Sr. No.2, 4, 5 and 6. As per the table the locations are shown in built up sections	Please refer Addendum No. 2





		whereas the TCS applied are not for built up section. Kindly provide corrected TCS Schedule.	
	Schedule B, 4. Other Features of the project 4.1 Alignment Plan and Longitudinal section Appendix B-I Alignment plan, longitudinal profile and TCS including bypasses & realignment for the Project are provided in soft copy.	Kindly provide alignment plan and longitudinal profile for the project.	Please refer the Feasibility Report.
	Schedule B Appendix B-II Details of Stretches requiring raising (b) Ahore Bali Mundara (Sanderao - Mundara) Section	As per TCS Schedule, km 24.32 to km 24.52 and 25.12 to km 25.26 are shown in TCS 1 which is for raising section, however, same is not provided in the table in Appendix B-II. Kindly Clarify.	As per RFP.
	Schedule B, Appendix B-III (a) Barmer Sindari Jalore Section	km 21.200 to km 21.600 , km 62.300 to km 63.610, km 63.610 to km 65.000 are proposed for reconstruction whereas as per TCS Schedule it is shown in TCS 5 which is for widening and strengthening.	Please refer Addendum No. 2
	Schedule B, Appendix B-III (b) Ahore Bali Mundara (Sanderao - Mundara) Section	The chainages mentioned in the table do not match with the TCS defined in the TCS schedule. Hence, request Authority to reconfirm and provide revised TCS Schedule.	Please refer Addendum No. 2
	Schedule B, Appendix B-VI Type of Pavement (a) Barmer Sindari Jalore Section	As per TCS Schedule and drawings, TCS 4, 9 and 10 are defined with rigid pavement, accordingly length of rigid pavement comes out to be 3.75 km whereas the length provided in the table is 5.6 km. The chainages defined in table (a) do not match with TCS schedule. Kindly Clarify.	Please refer Addendum No. 2
	Schedule B, Appendix B-VI	As per TCS Schedule and drawings	Please refer Addendum No.

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	<p>Type of Pavement (b) Ahore Bali Mundara (Sanderao - Mundara) Section</p>	<p>provided, there are no TCS where rigid pavement is proposed. At the locations mentioned TCS 5 and 13 are shown. Kindly clarify whether the TCS are to be considered in rigid pavement.</p>	<p>2</p>
	<p>Schedule B, Appendix B-VII Details of new major bridges and rehabilitation ,repair &amp; widening Scheme for existing major bridges</p>	<p>Minimum Linear Water way details are provided by the Authority instead of span arrangement as per the general practice, Request Authority to kindly provide span arrangement also.</p>	<p>The Project is on DBOT basis therefore concessionaire has to prepare &amp; submit own design and drawing as per schedule B based on specifications of schedule D.</p>
	<p>Schedule B, Appendix B-X , Typical Cross Section (TCS) of the Project (b) Ahore-Bali-Mundara (Sanderao to Mundara) Section</p>	<p>There is no TCS mentioned from km 10.750 to km 11.400, the chainages are location where ROB is proposed to be constructed by DFCC Ltd. Accordingly, we presume that 650m length which is including structure and approaches is not in the Scope of the Concessionaire. Hence, the total length as per design chainage for the section of the project road shall be 28.773 km instead of 29.423 km mentioned in Appendix B-X and 30 km mentioned in Vol I ITB. Kindly confirm.</p>	<p>Construction of ROB is not in the scope of the project.</p>
	<p>Schedule B, Appendix B-VIII(a) Barmer Sindari Jalore SectionSr. No. 6</p>	<p>At Design Chainage 74+140, Construction of New MNB is proposed and the same is specified in Reconstruction of culverts as Box Culvert of size 1x3.0x3.0m(Appendix B-IX,pg.54). Kindly Clarify.</p>	<p>Please refer Addendum No. 2</p>

	Schedule B, Appendix B-VIII (a) Barmer Sindari Jalore Section Sr. No. 7	At Design Chainage 78+125, Construction of New MNB (Appendix B-VIII, pg.52) and the same is specified in Reconstruction of culverts as Box Culvert of size 2x3.0x3.0m(Appendix B-IX,pg.54). Kindly Clarify.	Please refer Addendum No. 2
	Schedule B, Appendix B-VIII (a) Barmer Sindari Jalore Section Sr. No. 10	At Design Chainage 97+210, Construction of New MNB (Appendix B-VIII, pg.52) and the same is specified in Reconstruction of culverts as Pipe Culvert of size 3x1200mm(Appendix B-IX,pg.54)	Please refer Addendum No. 2
	Schedule B, Appendix B-IX, A. Reconstruction of Culverts (a) Barmer Sindari Jalore Section	At design Chainage km 114+980 (ex. Ch. 51+380) Reconstruction of Culvert as Slab Culvert of Size 1x4.0m (Appendix B-IX, pg.54) and as Widening of Culvert of Size 1x4.0m (Appendix B-IX,pg.58). Kindly clarify.	Please refer Addendum No. 2
	Schedule B, Reconstruction of Slab Culvert.	As per Sch A, pg 15, at km 226+500, there is a Flushed Causeway of length 20m, but at the same location in Schedule B, at design chainage 1+850, proposal for reconstruction as Slab Culvert of Size 1x6.0m is given, The size of proposed SC seems to be insufficient. Hence, kindly reconfirm the proposal.	As per RFP.
	Schedule B, Minor Bridges Design Ch. 23+316,44+380,49+810,54+815,61+850, 67+860, 81+700, 91+150	At the mentioned chainages, there are existing culverts, whereas in Schedule B, new MNBs are proposed. We understand that all the existing culverts are to be dismantled at these locations and new MNBs are to be constructed. Kindly	As per RFP

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		Clarify.	
	Typical Cross Section Drawings	TCS drawings no. 11 and 12 are not applied whereas provided in Schedule B. Kindly confirm that these are not applicable.	Please refer Addendum No. 2
	Typical Cross Section Drawing for TCS-5	We presume that since the raised median width in TCS -5 is of 1.5m width, kerb shall be provided as protection barrier considering built up section. Kindly confirm.	As per RFP.
	Schedule C, Lighting	In TCS -5 lighting is shown in the median, we presume the lighting is not in the scope of the Concessionaire as the same is not mentioned in Schedule C. Kindly confirm.	As per RFP
	Schedule -S Environmental Management Plan& Environmental Monitoring Plan Road Specific Environmental Management and Monitoring Plans	Specifications related to EMP are defined in Schedule -S whereas the scope not clearly defined in Schedule-B. We presume any additional scope shall be treated as change of scope.	EMP shall be part of the Scope of Work as per Schedule S. The same has also been mentioned in Clause 2.2 of Schedule B.
	Reference to IRC:SP 73:2007	As per Schedules, IRC SP:73:2007 is to be followed. Request Authority to kindly clarify whether IRC SP:73:2007 shall be applicable or IRC SP:73:2015 ?	As per IRC:SP:73-2007
	Width of Structures as per IRC: SP:73-2015	a.) The width of culverts as per IRC SP:73-2015, is 12 m and structures is 16m where as per Schedule it is 9.5m for culverts and structures. Request to kindly clarify whether IRC SP:73-2015 shall be followed or not? B.) Kindly provide updated cost based on revised width of structures.	As per IRC:SP:73-2007

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	Toll Plaza	Request Authority to kindly clarify the number of toll lanes for each toll plaza along with drawings of the toll plazas.	As per RFP
	Widening of Culverts and reconstruction of Culverts	Request Authority to kindly provide details of number of spans, width, and vent height of culverts proposed widening and reconstruction.	As per RFP
	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.	The Project is on DBOT basis therefore concessionaire has to prepare & submit own design and drawing as per schedule B based on specifications of schedule D.
	Plan and Profile	Request Authority to kindly provide the Plan and Profile details and drawings for the entire project length as the same has not been provided by the Authority.	Please refer Feasibility Study.
	Pavement design	For strengthening of existing carriageway whether concessionaire can adopt IRC 81-1997 irrespective of new design. Can the Concessionaire design the pavement based on AASHTO instead of IRC.	As per RFP.
	Geotechnical Report	Kindly provide the geotechnical report for project road.	Please refer Feasibility Report
	General Arrangement Drawings	Request Authority to provide GAD's for all existing and proposed Structures of the Project highway.	Please refer Addendum No. 2
	Encroachment Details	Kindly provide the encroachment details for project road.	Please refer Addendum No. 2

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	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.	None of the two project roads are affected by Forest / Wild Life & no such clearance is envisaged.
	Excise exemption for the Imported Machinery	Please clarify whether the excise exemption shall be granted to the concessionaire or not.	As per applicable Law /Rules
	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.	Refer Addendum No. 1
	Status of Land Acquisition	Request Authority to provide the current status of Land acquisition for all the stretches individually and Utility Shifting.	As per Schedule A of DCA.
	Is the proposed project included in the Schedule of Environmental Impact Assessment Notification 2006?	Please clarify.	No
	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
	Does the project traverse through or is located in proximity to any eco-sensitive zone (ESZ) notified by MoEF?	Please provide ESZ information.	No
	Does the project traverse through Protected Areas (PA) or within 10 km of PA?	Please clarify.	No
	Does the project traverse through or in close proximity to important Bird Areas (IBA)?	Please clarify.	No

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	Does the project require Forest Clearance?	Please provide forest clearance details.	No
	Does the project traverse through wetlands or mangrove?	Please provide information.	No
	Does the project pass through scheduled areas or affect livelihoods of tribals?	Please provide information.	No
	Does the proposed project lie in proximity to archaeological sites?	Please provide details.	No
	Is the proposed project located in an area susceptible to natural hazards?	Please clarify.	No
	Does the project traverse through Major rivers?	Please provide information.	No
	Does the project traverse through Critically Polluted Areas (CPA)?	Please provide information.	No
	Is the project traversing through or located in water scarce/ drought prone regions?	Please provide information.	No
	Does the project road traverse through densely populated areas?	Please provide information.	No, except few Enroute habitations mentioned in Schedules.
	Is proposed project site under litigation concerning E&S issues?	Please clarify.	No
	Does the project involve land acquisition? Has the land acquisition been completed?	Please provide details of LA.	Land shall be provided as per terms of the Agreement
	Does the proposed project cause displacement of project affected people/ families? What is the status of Land Acquisition?	Please provide status.	Please refer Feasibility Report.

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<p>Clause 1.1 of RFQ Background</p>	<p>The Government of Rajasthan through the Government of India (the borrower) has applied for a loan from the ordinary capital resources of the Asian Development Bank .....</p> <p>The Terms and conditions of the Loan Agreement .....</p>	<p>Please advise the status of the Loan applied for the projects from ADB</p> <p>And</p> <p>What are the terms and conditions of the Loan AGREEMENT regarding release of the fund/loan for payment to the concessionaire during the construction and operation period of the project?</p> <p>Whether such loan would be available for all type of the payments (i e 5 nos of instalments during construction,20 Nos of Biannual Annuity instalments during operation period and financial support for O &amp; M works) to the concessionaire. Please specify.</p>	<p>All payments shall be made by the Authority as per provisions of Concession Agreement</p>
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