

Draft Reply to queries for "Four laning with paved shoulders of Sambalpur – Rourkela section of SH-10 from existing km 4.900 to km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project"

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1	DCA, Clause 4.2 Damages for delay by the Government In the event that (i) the Government does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire 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 fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.	Damage for delay in fulfilment of Condition Precedent by Government i.e. 0.1% of performance security for each day of delay is not sufficient considering that any delay in commencement of Construction activities have direct bearing on IDC as well as escalation of material which may be huge in comparison to the damage payable by Government.	Clause is based on Model Concession Agreement. No Change is admissible
2	DCA, Clause 5.1.4 Obligations of the Concessionaire The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations set out in this Agreement: (e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;	Request Government to provide current land acquisition status for the Project Highway.	Private land acquisition of almost all villages along the corridor is in the 6-1 notification stage and beyond.

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3	DCA, Clause 10.3.2 Procurement of the Site Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Site required and necessary for the Four-Lane Project Highway, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2	Request Government to provide current land acquisition status for the Project Highway. And, also request the Government to provide balance land delivery schedule for the Project as it is required to be submitted to the Lender's for the purpose of Financial Close. Government should also provide a schedule for handing over of balance length, and it cannot be kept open ended as the same shall have impact on IDC as well as construction cost after schedule completion works.	Private land acquisition of almost all villages along the corridor is in the 6-1 notification stage and beyond.
4	DCA, Clause 10.3.4 "The Government shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square metres or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured."	Damages for force majeure events should also be compensated separately. Compensations mentioned is not sufficient enough to meet the losses concessionaire will have to bear, due to increase in IDC and escalation of material we request you to compensate the same by extension of concession period, apart from the compensation as mentioned in the Concession Agreement.	Clause is based on Model Concession Agreement. No change.

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5	DCA, Clause 11.1 Existing utilities and roads "Notwithstanding anything to the contrary Government shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion."	Concessionaire shall assist the agency for construction of such diversion by deploying their resources. However, since such diversion shall be needed for the shifting of utilities, which is the responsibility of Government only and as such the cost of diversion/land acquisition including legal proceedings should be borne by Government.	Clause is based on Model Concession Agreement. No Change is admissible
6	DCA, Clause 11.3.1 New utilities and roads The concessionaire shall allow ----- ----- Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.	Clause is ambiguous and should be deleted. The responsibility should be of Government only, as User are not at all concerned with the Progress of the Project and are not covered with any Agreement to pay any compensation /damages to Concessionaire for any delay in shifting of utilities. Otherwise please inform the logistics and methodology for compensation payment by User to Concessionaire as there is no mention in the agreement in this regards.	Clause is based on Model Concession Agreement. No Change is admissible
7	DCA, Clause 11.4 The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Government _____ on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Government, and in the	Government is in better position to obtain the necessary approval being a Govt. Organization. However Concessionaire can assist the Government in all possible manners for the same. We presume that the cost of felling of trees shall include disposal of the same and handing over	Clause is based on Model Concession Agreement. The Clause is self explanatory.

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	event of any _____ felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Government and shall be disposed in such manner and subject to such conditions as the Government may in its sole discretion deem appropriate.	of the trees to forest department/ Government and cost of the same shall be borne by Government. Please Clarify	
8	DCA, Clause 12.3 (e)No review and/or observation of the Independent Engineer and /or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Government be liable for the same in any manner;	In case of any modification suggested by Independent Engineer on the design and drawing submitted by Concessionaire resulting into design related defects/ damage the liability and obligation of the concessionaire should be relaxed, and if any defects observed due to the above suggestion; the concessionaire shall not be made solely responsible.	Clause is based on Model Concession Agreement. No Change is admissible
9	DCA, Clause 35.3 Extension of Concession Period "Subject to the provisions of clause 35.6, in the event that a material default or breach of this agreement set forth in Clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, the Government shall, in addition to payment of compensation."	Since COD is not fixed date, it is not possible to assess the period of delay in achieving COD. Therefore, the extension should be granted for a duration which is proportionate to the period of stoppage of work and affected length.	Clause is based on Model Concession Agreement. No Change is admissible

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10	DCA, Clause 37.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Government shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% of the debt due less Insurance Cover; 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. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD.	Request Government to include Termination payment on account of Concessionaire Event of Default during the Construction Period as part or substantial part of the Project Assets shall be created based on the funding provided by the Lenders.	Clause is based on Model Concession Agreement. No Change is admissible
11	Schedule B Cross Section Type along the Project Corridor SH-10	Request Government to kindly provide the TCS description details and drawings for the entire project length as the same has not been provided by the Government.	Please refer Sl. 11 of Addendum to RFP. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
12	Schedule B, Appendix BV Type and Width of Median	Width of proposed median from Chainage 33810 to Chainage 34320 is proposed as 5.0 m. This stretch falls in Lapanga town area, where proposed ROW is 30 m only. Please confirm the median width to be taken as 5.0 m or 2.0m	Median width shall be as specified in the said appendix.

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13	Schedule B, Appendix Type and Width of Median	BV	<p>Width of proposed median from Chainage 71700 to 72925 is indicated as 1.8 m, though this portions falls in Toll plaza 2 location and the stretch for Toll plaza 2 as per PROW given in Appendix BIV is from Km 71700 to 72100 only. Please confirm the start and end point of Toll plaza as well as stretch of median width of 1.8 m for this location.</p> <p>The proposed median from 71700 to 72925 is indicated as 1.8 m , while in next row, the starting change is given as 71925, which falls midway as changes of above row. Please confirm the start and end Chainages</p>
14	Schedule B, Appendix Location of Intersections	BVII	<p>For major junction Type II of junction arrangement is proposed and for minor junctions, type III, IV and V of arrangements are proposed. Please provide the layout diagrams for the same</p>
15	Schedule B, Appendix Details of Service Roads	BVIII	<p>Sr. No. 14, 15, 35,36,37 and 38 – Service roads are proposed on both side, however as per details provided , no urban area, no underpasses are seen along the stretched indicated . Please confirm the locations at which service road has to be provided.</p>

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16	Schedule B, Appendix BX & BXI Details of Proposed Vehicular Underpasses & Details of Proposed Pedestrian, Reptile and Elephant Underpasses	Requested to kindly clarify the configuration considered in the Required width for Four Laning	Please refer Sl. 4 of Addendum to RFP. All VUP will be 2 x 12m width and clear span of 15m
17	Schedule B, Appendix BXII B Rehabilitation/Repair/Widening of Existing Major Bridges	Requested to provide chainages of the bridges	Existing structure number has been provided in the respective Appendix
18	Schedule B, Appendix BXIII B Rehabilitation/Repair/Widening of Existing Minor Bridges	Requested to provide chainages of the bridges	Existing structure number has been provided in the respective Appendix
19	Schedule B, Appendix BXIII B Rehabilitation/Repair/Widening of Existing ROB	Requested to provide chainages of the ROB	Existing structure number has been provided in the respective Appendix
20	Schedule B, Appendix BV Details of Proposed ROB/RUB & Flyovers	Please provide the Railway Boundary limits for all the ROBs to assess the approach portions. Please confirm the status of approval of GADs of ROBs and also provide the GAD.	Approval of GAD is in progress. Please refer draft GADs in PPR Please refer Sl. 11 of Addendum to RFP.
21	Schedule B, Clause 4 Other features of Four Laning	Request Authority to provide GAD's of existing and proposed Structures of the Project Highway, if available.	Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR.
22	Schedule C, 2. Description of Project Facilities (a) Toll Plazas & Schedule R	As per Schedule C proposed toll plaza locations are at Km 17/025, Km 71/853 and Km 150/075 whereas as per Schedule R At 17/025, Km 80/181 and Km 150/075. There is a discrepancy in location of 2nd Toll Plaza, Kindly clarify exact location of second Toll Plaza.	Please refer Sl. 10 of Addendum to RFP.

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23	Schedule I, Clause 2.3, TestsRiding 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 kilometre.	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.	Please refer to Schedule D in this regard.
24	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.	Concessionaire has to do its own independent design as per Schedule D.
25	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.	Please refer to Schedule D in this regard.
26	Encroachment Details	Kindly provide the encroachment details for project road.	Please refer Sl. 11 of Addendum to RFP. Details provided in Social Report
27	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.	Please refer Sl. 11 of Addendum to RFP. Details provided in Environment Report. Reserve Forest is 6.72 Ha and Revenue Forest is 20.809 Ha. The Project road passes through eight stretches of RF. The forest clearance procedure is ongoing.

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28	Excise exemption for the Imported Machinery	Please clarify whether the excise exemption shall be granted to the concessionaire or not.	If any tax exemptions, reductions, allowances or privileges may be available to the Concessionaire in the Authority's Country, the Authority shall use its best efforts to enable the Concessionaire to benefit from any such tax savings to the maximum allowable extent.
29	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.	Please refer Sl. 1 of Addendum No 1 to RFP.
30	Sl. No. 1, Appendix BXV, Schedule B, Details of ROB / RUB & Flyovers - ROB at km 18.270	Realignment has been proposed from km 17.75- km 19.000, however the proposed width as per schedule is 1x14m which is for one carriageway only. Kindly clarify proposed width.	Please refer the draft GADs for the ROBs. Please refer Sl. 11 of Addendum to RFP. The existing road comprising two lanes already passes over and at grade ROB constructed by the railways. Hence, provision for the new two lanes has only been kept.
31	Sl. No. 1, Appendix BXV, Schedule B, Details of ROB / RUB & Flyovers - ROB at km 18.270	The existing span arrangement mentioned in the Schedule differs from the site. We presume that the proposed span arrangement in Sl. No. 1 Appendix BXV, Schedule B, Details of Proposed ROB/RUB & Flyovers is same as mentioned in existing span arrangement.	Please refer Sl. 8 of Addendum to RFP. Proposed span will be 1x13x6.5 instead of span mentioned 2x6.98x6.5 in schedule.

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32	Art. 3	Whether any stamp and/or registration and/or any other duty are required to be paid by the Concessionaire on the execution of the Concession Agreement/amendment or modification of the Agreement/execution of the counterparts?	Please refer to Clause 3.1.2 (f) of the Concession Agreement "bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement"
33	Art. 4.1	Kindly inform whether any approvals/permits are required to be obtained from District Town Planner/Directorate of Town and Country Planning etc. for the Project. In case of affirmative, kindly inform the status of the same.	Project corridor stretch is under the authority of OWD.
34	Art. 4.1.3 (d)	Kindly inform the relevant authorities and the applicable procedure for procuring the Applicable Permits specified in Schedule E.	The Schedule E is self explanatory.
35	Art. 5.2.2	The Government would ratify the agreements post execution if they are in consonance with the provisions of the Concession Agreement in case the drafts were inadvertently not submitted prior to execution.	Clause is self explanatory. Clause is based on Model Concession Agreement. No Change is admissible.
36	Art. 5.3.2	The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 have been repealed and hence, the reference should be replaced with 2011 Regulations.	Clause is based on Model Concession Agreement. No Change is admissible.
37	Art. 10.2.5	Kindly note that the Concession Agreement provides for an automatic termination of the Licence, thus, there is no requirement of an attorney and hence, the clause may be suitably amended.	Clause is based on Model Concession Agreement. No Change is admissible.

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38	Art. 10.3.3	Kindly note that the removal of encroachment or occupation is Police power and it is beyond the powers of a Concessionaire and hence, the clause may be suitably amended.	Clause is based on Model Concession Agreement. No Change is admissible.
39	Art. 10.3.4	The amount of Damages prescribed in case of delay is very less when compared to the adverse impact that will be suffered by the Concessionaire because of any such delay.	Clause is based on Model Concession Agreement. No Change is admissible.
40	Art. 10.4	Kindly provide the list of the existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises.	Please refer Schedule A for existing ROW
41	Art. 11.1	Kindly provide the list of the respective entities owning any existing roads, right of way or utilities on, under or above the Site. Kindly provide that the land required for temporary or permanent diversions forms part of the Site and hence, the clause to be suitably amended.	The road falls under jurisdiction of OWD. Assessment of land for temporary diversions to be assessed by Concessionaire.
42	Art. 14.4.1	Kindly inform in case there is a delay attributable to the Government, then what damages shall be payable to the Concessionaire by the Government?	Clause is based on Model Concession Agreement. No Change is admissible.
43	Art. 16.3.2	Kindly note that all costs arising out of Change of Scope Order shall be pursuant to the recommendation or approval of the Government, hence, the Concessionaire may not be required to bear the costs.	Clause is based on Model Concession Agreement. No Change is admissible.
44	Art. 17.10.1	What constitutes a 'material breach of obligations' in this regard?	Clause is based on Model Concession Agreement. The Clause is self explanatory

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45	Art. 20	What is the remedy/relief available to the Concessionaire in case of failure of Police to carry out its functions as per the terms of the Concession Agreement?	Clause is based on Model Concession Agreement. Clause is self explanatory.
46	Art. 27.8	All required permits & approval required for the toll plaza location & construction obtained by the Authority?	Please refer Article 4 and Article 5 which are self explanatory.
47	Art. 33	Kindly inform whether the Concessionaire can set off any sums payable by the Government to it?	Clause is based on Model Concession Agreement. Clause is self explanatory.
48	Art. 35	Kindly inform what are the obligation of Parties regarding mitigation of costs and damage?	Clause is based on Model Concession Agreement. The Clause is self explanatory
49	Art. 37.3.1	The provision providing that no Termination Payment shall be due and payable on account of a Concessionaire Default occurring prior to COD is highly prejudicial to the interests of the Concessionaire given the adverse impact that will be suffered by the Concessionaire because of such Termination.	Clause is based on Model Concession Agreement. No Change is admissible.
50	Art. 38	Kindly inform what are the obligation of Parties regarding cooperation and transfer of Project in the event of Termination?	Clause is based on Model Concession Agreement. The Clause is self explanatory
51	Art. 41 and Art. 48	Kindly inform whether Change in Law includes any change in local/national traffic regulations?	Clause is based on Model Concession Agreement. The Clause is self explanatory
52	Art. 43	Whether the Concessionaire's rights over the Site amount to a lease or a license as per the local land laws of the State of Odisha?	Clause is based on Model Concession Agreement. The Clause is self explanatory

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53	Art. 44.2	The title heading to the clause states 'Conciliation' however, the text of the clause refers to 'Mediation'. There is confusion/ambiguity as to which process is to be followed as the two terms cannot be used interchangeably. There should be clear reference to only one method of dispute resolution.	Clause is based on Model Concession Agreement. No Change is admissible
54	Art. 44.3.2	Having a panel/board of three arbitrators would result in high cost of dispute resolution. In order to keep the costs low, the panel/board should consist of a sole arbitrator. The ICADR Arbitration Rules, 1996 also provide for a sole arbitrator as a default first choice in case of no agreement to the contrary.	Clause is based on Model Concession Agreement. No Change is admissible
55	Art. 47.6	Kindly note that all agreements, documents and/or drawings would be subject to review and/or approval by the Government and/or the Independent Engineer and hence, the Government may not absolve its liability in this regard.	Clause is based on Model Concession Agreement. No Change is admissible
56	Art. 47.9	Kindly note that the proviso regarding the obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, to be deemed to be a part of the Concession Agreement is contradictory to the earlier provisions contained in the Concession Agreement, including Art. 47.7 and Art. 47.9. Hence, suitable amendment may be carried out.	Clause is based on Model Concession Agreement. No Change is admissible

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57	Art. 47.10	Kindly note that the proviso excluding application of the Dispute Resolution Procedure is contradictory to the earlier provisions contained in the Concession Agreement including Art. 44. Hence, suitable amendment may be carried out.	Clause is based on Model Concession Agreement. No Change is admissible
58	Art. 48	Whether there is any code and/or any guidelines applicable to the Project for determining the Good Industry Practice?	Clause is based on Model Concession Agreement. The Clause is self explanatory
59	Schedule A, Start and end Points	As per para 1, Start and End points of project corridor are as km 4/900 and km 167/400. However, chainage equations for existing and design chainages have not been included in the Table furnished under para 2 Existing RoW details.	The alignment plan included as part of Schedule B may be referred for such details, as the existing km stones are reflected in the same.
60	Schedule A	Kindly Provide details of existing pipe culvert/ Slab culvert/ box culvert chainages wise.	Design chainage of existing culverts has been provided.
61	Schedule B, Clause 1.1, page 13	It states that the "The paved carriageway shall be 17 metres wide".	Clause 1.1 of Schedule B mentions that the paved carriageway shall be 17 m wide. It also provides table of urban stretches wherein width of carriageway shall be 19 m.
		Pl. clarify CS drg (Fig 2.4) furnished in page 44 of IRC:SP-84-2009 is applicable for the entire project road except at the urban locations mentioned under clause 1.1 on page -13 of Schedules.	Concessionaire is expected to develop appropriate cross sections as per specified Manual satisfying the provisions of Technical schedules.
62	Schedule A & B - Major & Minor Bridge	In the details Major & Minor Bridges given in Schedule A, Cl. No 4 & 7 the Design chainage mentioned is not matching with that of schedule B.	In Schedule A existing chainage and in Schedule B design chainage has been provided.

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63	Schedule A & B - Minor Bridge	The No. of spans mentioned in S.No 31 of Schedule A, Cl. No 7 & Schedule B, Appendix BXIII are not matching.	Please refer Sl. 7 of Addendum to RFP. Appendix BXIII has been modified.
64	Schedule-B,Page B -21/22-25	For Minor and Major Junctions Type is mentioned in Appendix BVII. Kindly provide typical sketches of the same.	Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
65	Schedule B Page 29	In Appendix BX II Proposed deck width is written as 14.00 with FP. Kindly elaborate further meaning of FP.	FP means footpath.
66	Schedule B Page 29	At design CH 65/253 and 152 /520 Existing foundation of Major Bridge is Well foundation and proposed foundation is Pile Foundations. Please confirm the type of foundation. Kindly provide geotechnical information of these bridges.	Bore log data are provided in GADs
		At design CH 115/347 Existing foundation of Major Bridge is Well foundation and proposed foundation is open Foundations. Please confirm the type of foundation.	
67	Schedule B Page 30-33	At Sr.No 6 CH 20+944 Proposed structures Deck Width is not mentioned. Kindly Provide the Width of Proposed Structure.	Please refer Sl. 7 of Addendum to RFP. Appendix - BXIII
68	Schedule B Page 31	At Km MNB is proposed 77+827 and Service road CH is 77+723 to 78 +493 on LHS side. So there shall be provision of Culvert on Service road at KM 77+827	Please refer Sl. 7 of Addendum to RFP. Appendix - BXIII Width of bridge provided in schedule is including width of service road in revised schedule

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69	Schedule B Page 35-38	<p>Slab Culvert/Pipe culvert Following culverts are coming across Proposed service road but there is no provision of culverts across service road.</p> <p>Design CH</p> <p>38+270.633</p> <p>38+995.772</p> <p>63+165.036</p> <p>71+123.781</p> <p>71+217.158</p> <p>78+302.129</p> <p>84+578.157</p> <p>85+034.172</p> <p>89+465.828</p> <p>89+700.978</p> <p>90+301.391</p> <p>97+849.855</p> <p>112+492.681</p> <p>162+977.990</p>	Width of culvert includes service road width.
70	Schedule B Page 40	<p>Slab Culvert/Pipe culvert Following culverts are coming across Proposed service road but there is no provision of culverts across service road.</p> <p>Design CH 143+970.532</p>	Width of culvert includes service road width.
71	Schedule B Page 42	<p>Details of Flyover are repeated at Page No 42 in appendix BXV. Details of flyover are already mentioned in Appendix BIX on page No 27. Kindly delete repeated information.</p>	Please refer Sl. 8 of Addendum to RFP.

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72	Schedule B Page 42	<p>At Sr.No 1 / ROB-01 (At Grade is mentioned) Kindly clarify the type of structure.</p> <p>Existing span at KM 18+270 is 2 x 6.98 x 6.5m whereas Schedule B mentions 1 x 13 x 6.5 which is contradictory. Kindly Clarify.</p> <p>As per Plan and profile and schedule B Appendix BI, ROB at KM 18+270 is fouling under realignment and proposed structure is 1 x 14 m. Hence Proposed structure at KM 18 +270 shall be 2 x 14 m instead of 1x 14 m. Kindly modify Schedule B accordingly.</p> <p>Also kindly provide type of superstructure for all ROBS mentioned in Appendix BXV.</p>	At the said location, the existing railway track is cut in section below the existing road, the existing road being at grade. Details will be available in approved GAD.
73	Schedule B, Appendix BXI and Plan & Profile – Appendix BI-05 Page no.16.	Elephant Underpass is mentioned for a new construction, the same is not referred in the Schedule B , Appendix BXI.	<p>Please refer Sl. 5 of Addendum to RFP.</p> <p>Appendix BXI gives details of Proposed Pedestrian, Reptile and Elephant Underpasses (PUP / RUP / EUP)</p>
74	Schedule B - Appendix BXIII	The width of Minor Bridge to be provided after 4 laning is not given for S.No 6.	Please refer Sl. 7 of Addendum to RFP. Width is 24m after widening.
75	Schedule B - Appendix B XV	The width of ROBs to be provided as per IRC SP- 84 2009 is 12m. But it was mentioned as 14m and in schedule D also it is not mentioned as deviation from manual.	Width has been provided considering Foot Path.
76	Schedule B	Schedules didn't include either CS elements or typical CS drawings for the proposed improvements along the project corridor. It is understood from the furnished Plan & Profile drawings, different Cross-section types have been proposed along the project highway.	Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
77	Schedule B	Please furnish the applicable TCS drawings for	Provided in drawings volume of

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		the approaches of ROB, VUPS/PUPs and grade separators, as different widths are given for the proposed structures.	PPR which is indicative. Concessionaire is expected to develop appropriate cross sections as per specified Manual satisfying the provisions of Technical schedules and RoW availability.
78	Schedule B	Kindly clarify, in the approaches of grade separators/Underpasses, full height wall is required or the concessionaire can go for partial wall based on site conditions and available ROW.	RE/RCC wall of height more than 6 m has been proposed in the approach portions of flyovers, RoBs and underpasses. It is mentioned in sl. no. 13 of the table provided in Annex-I, Schedule D. Concessionaire is expected to do its own independent assessment and design.
79	Schedule B, cl 4.4, page-17.	This Cl. States that "Proposed Right-of-way (PROW) are given in Appendix BIV.	The chainage given in this Appendix is Design chainage.
80	Schedule B, cl 4.5, in Appendix BV, page-20	<p>This Cl. States that "The type and width of median shall be as in Appendix BV.</p> <p>There are some discontinuities in the chainages given in table eg. Ch. Between, 8+925 and 8+950, 40+575 and 40+600, 72+925 and 71+925, 78+225 and 81+550, 107+875 and 107+075, etc.</p>	It is not a discontinuity. Between 8+925 and 8+950 the width is expected to vary from 2 m to 5 m.
81	Schedule B, cl 4.5, in Appendix BV.	It is understood from Plan & Profile drawings furnished FRL for left carriageway and right carriageway is same. Please clarify.	At the locations where left and right c/w FRLs are different, separate p/p dwgs for left and right c/w have been provided.
82	Schedule B,	Plan & Profile drawings furnished indicate type of CS as PUP in the section between km 97.750 and 98.200. However, no underpass is proposed in this section and FRL has been raised in this section.	The drawing for the said location clearly shows pedestrian underpass both in plan and profile and concomitant raising in profile at underpass location.

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83	Schedule B,	Plan & Profile drawings furnished did not show profile raising at km 11+075 where a new PUP is proposed and the type of TCS as EL. Further, Appendix BVIII did not include service roads at this location.	Please refer Sl. 5 of Addendum to RFP. PUP 01 specified at this location in Appendix BXI and Schedule C is deleted.
84	Schedule B, Cl 4.16, page no.15	Rainwater harvesting structure is mandatory in and around water crisis area	The clause is self explanatory.
85	Schedule B, Appendix-BII Realignments, page-16	Realignment was proposed from Km.17/750 to Km.19/000, but at Km.18+270 only 2lane ROB is proposed instead of 4-lane.	It is because structure portion for 2 lanes has already constructed. Hence only 2 lane RoB is proposed.
86	Schedule B, Appendix BVII, Page 21	It includes list of intersections along the project road. In this table, intersection types are indicated as III, IV and V.	Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
87	Schedule-B, APENDIX-BVIII, page 26.	This appendix provides the lengths of proposed service road and their widths. Does these lengths includes tapering portion required to merge with main carriageway wherever it is required or the tapering lengths need to be considered extra over and above the given lengths. Also clarify, shoulders are required to be constructed along the service roads.	The width of the service road is 5.5 m for the lengths specified. It does not include the taper portion. C/s details have been provided in drawings volume of PPR.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
88	Schedule B	The schedules didn't discuss about the drainage type (open/lined/closed) and arrangements i.e. along the project corridor.	Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
89	Schedule B, Appendix BIX, Detailed of proposed flyover	This appendix indicates required width for four laning flyover as 12m. Also P&P drawings did not show which carriageway is proposed for raising.	Please refer Sl. 3 of Addendum to RFP. Unidirectional Fly-Overs. Please refer the GAD.
90	Schedule B, Appendix BX	It indicates different widths for VUP. Kindly clarify the widths indicated are correct or is there any printing error.	Please refer Sl. 4 of Addendum to RFP. Structure width of VUP will be 2 x 12m and clear span 15m
91	Schedule B, Appendix BXI	It indicates different widths for PUP. Kindly clarify the widths indicated are correct or is there any printing error.	Please refer Sl. 5 of Addendum to RFP. Width includes median
92	Schedule B, Appendix BXIII	It indicates the widening required for culverts which at a few locations are more than the ROW available. Kindly clarify the widths indicated are correct or is there any printing error.	Please refer Sl. 7 of Addendum to RFP.
93	Schedule B, Appendix BXV	4 New ROB's have been proposed on the project corridor, 2 on bypasses and 2 on exg. Alignment.	Please refer Sl. 8 of Addendum to RFP.
94	Schedule B, Appendix BXIII Page 30	Is the Span arrangement indicated for the proposed major bridges mandatory.	Article 2.1 is self explanatory.
95	Schedule B, Appendix BXVI Page 31-34	Is the Span arrangement indicated for the proposed major bridges mandatory.	Article 2.1 is self explanatory.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
96	Schedule C, Clause 2, a, page 44	<p>It indicates three new toll plazas are to be constructed.</p> <p>Kindly Specify, the numbers of lanes required for each of the toll plaza.</p>	<p>Please refer clause 10.4.12 of specified Manual for number of toll plaza lanes.</p>
97	Schedule C, Clause 2, a, page 44 & Schedule R, page 86.	Toll Plaza chainages are 17/025, 71/853, and 150/075 and Toll plaza chainages is mentioned as 17/025, 80/181 and 150/075,	<p>Please refer Sl. 10 of Addendum to RFP.</p> <p>Toll Plaza chainages are 17/025, 71/853, and 150/075</p>
98	Schedule C, Clause 2, a, page 44	There are 3 toll plazas collecting toll, kindly specify the tolls are collected for what length of the highway, its present per km toll tariff and these agencies are permitted to collect toll till what time period.	Presently Toll is being collected by the State Government at three locations for almost equal lengths at a rate approved by the State Govt. After completion of the project the provisions of Odisha Toll Act 2010 and Toll Rules, 2011 shall be applicable as per the concession agreement.
99	Schedule C, Clause 2, f, page 45	<p>It indicates eight laybys are to be constructed.</p> <p>Kindly Specify, the length of the bay required at each of the proposed layby location.</p>	<p>Concessionaire has to conduct its own independent assessment/traffic/parking demand and design accordingly.</p>
100	Schedule C Page no 45	There are 26 proposed Bus bays. There are also 12 existing Bus bays are available on site. Kindly provide the Chainages of existing bus shelters. If they are coinciding with Proposed CH. Of Bus bay then kindly delete proposed CH at that location.	Widening of the existing road from 2 lane to 4 lane may render the existing facilities redundant. Busbays have to be provided as per scope in Schedule C. It is expected that the locations of busbays would be finalised by the Concessionaire in consultation with IE/OWD.
101	Schedule Page 49	Sr. no 12 Additional 3.5 wide shelter lane has not been provided at median openings where median width is 1.5 m.	Median opening in the said table has been given in Remarks column. It only means that the said section may be provided with median opening. It is expected that the locations of such median openings would be finalised by the Concessionaire in consultation with IE/OWD.

Sl No	Clause Ref Page No	Description of Query	Reply to Queries
102	Schedule C	Schedule C and D did not mention about HTMS. Kindly clarify, HTMS and its associated components are not required to be provided.	Please refer Sl. 9 of Addendum to RFP. Facilities have to be in accordance with scope given in Schedule C.
103	Schedule R (Annex-I)	In the concession agreement the Orissa Gazette notification states the trucks carrying Other than Minor minerals are to be tolled at two times the permissible toll. Please elaborate how this is implemented at present in the existing toll plazas, we have not observed and additional toll rate at present in these toll plazas. How the administration will help in collect the additional toll from the Other than Minor minerals carrying trucks, as it will create issues with willingness to pay.	Concessionaire to devise ways to identify trucks carrying minerals other than minor minerals
104	Orissa Gazette Notification Schedule – R	Kindly ensure the location of toll plazas is beyond a distance of 10 kilometres from municipal area limits in order to comply with Rule 8(1) of the Orissa State Roads Tolls (Determination of Rates and Collection) Rules, 2011.	Article 2.1 is self explanatory.
105	Schedule – R	Kindly ensure that no toll plaza on the same section of state highway and in the same direction is to be established within a distance of 40 kilometres from the other in order to comply with Rule 8(2) of the Orissa State Roads Tolls (Determination of Rates and Collection) Rules, 2011.	Distance between two toll plazas is more than 40 km.
106	ROW	The PROW mentioned in Appendix BIV, at some locations is less EROW mentioned in Cl. No. 2 (Eg. in S.No of 1 the PROW is 27m but the EROW at these location is more than that) Please clarify whether the PROW is in addition to the EROW or PROW is inclusive of EROW.	PROW is inclusive of EROW. However, land acquisition requirements are based on location of PROW with respect to EROW.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
107	General	Kindly furnish the geotechnical investigations report for the project corridor.	Please refer Sl. 11 of Addendum to RFP. Provided in PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
108	General	Please provide the GAD & Geotech report for the structures.	Please refer Sl. 11 of Addendum to RFP. Provided in PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
109	General	Kindly provide the cross section details along with the schedule.	Please refer Sl. 11 of Addendum to RFP. Indicative C/s details have been provided in drawings volume of PPR.
110	General	Does Works department, Govt of Odisha intend to carry out any maintenance to correct existing pavement distress before handing over to Concessionaire?	Article 6.2 may please be referred to.
111		Please furnish exact details like overlay thickness, sections lengths and other sort of proposed works maintenance works	Article 2.1 is self explanatory.
112	General	Diesel hike is impacted the material prices, Is there any revision of project TPC.	Please refer Article 48 of the DCA which is self explanatory.
113	General	We have observed a conveyor belt structure crosses the road alignment; please clarify how the road width is accommodated at this location. Site investigation reveals 4 lane width cannot be accommodated.	Adequate ROW is available for construction of 4 lane carriageway.

Sl No	Clause Ref Page No	Description of Query	Reply to Queries
114	General	Please furnish major minerals, minor minerals clarification for us to calculate toll revenue	Please refer the Schedule R which is self explanatory. Please refer Mines and Minerals (Development and Regulation) Act, 1957 for details.
115	Compensatory Afforestation	Will GoO bear the cost of Compensatory afforestation?	GOO shall bear the cost of compensatory afforestation for the extent of land being acquired as per Authorities assessment.
116	Schedule B Appendix B1	Alignment plan and Vertical profile not available, Please provide	Please refer Appendix BI.
117	Schedule B Appendix BVII	Drawings of types of intersections have not been shown. Please clarify	<p>Please refer Sl. 11 of Addendum to RFP.</p> <p>Provided in drawings volume of PPR.</p> <p>Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.</p>
118	Schedule B, Appendix BVIII	Width of the service road as per appendix BVIII is 5.5m however as per Para 2.12.2.1 of IRC SP: 84 it should be 7.0m. No Deviation from Manual has been included in deviation list of schedule -D, Please clarify.	Scope of service roads w.r.t applicable stretches and proposed width has been specified in Schedule B. Hence not included in deviation list of Schedule D.
119	Schedule B, Appendix BV	Width of median including shyness as per Appendix BV for urban stretches is given 2.0m in contrast to 2.5m given in manual of specification i.e. IRC SP:84-2009. Deviation for the same has not been included in deviation list of schedule -D. Please clarify.	Width of median specified in Schedule B. Hence not included in deviation list of Schedule D.

Sl No	Clause Ref Page No	Description of Query	Reply to Queries
120	Manual	Maximum super elevation shall be 7.0% as per Annexure -I Para-2 sr no. 7 with reference to manual of specification clause 2.9.3. Would it be limited to 5.0% if radius of horizontal curve is less than desirable minimum? Please clarify.	Please refer sl. no. 8 of the table given in Annex-I, Schedule D giving details of the modified provision to clause 2.9.3 of the specified Manual.
121	Schedule B, Appendix BII	Details of bypass and realignment, whether the length given as per proposed chainages would be new 4 lane bypass or widening of existing bypass, please clarify.	There is no existing bypass for Rengali and Jharsuguda. Length given as per proposed chainage is for new 4 lane bypass.
122	Schedule B, Appendix BIII	2 values of design speed are given in minimum Design speed table given in Appendix BIII. These are 40-50 kmph for the stretch at km 27-28 and 50-100 kmph for the stretch km 157-160. Lower value given in both cases would be minimum design speed. Please clarify	Please refer Article 2.1.
123	Schedule B Appendix BIX	Whether 35m is to be taken as c/c span of expansion joint or clear width.	Clear Span
124	Schedule B Appendix BIX	The project is 2 laning the width proposed for flyover at sl no 1 & 2, 12m only, Please confirm.	Width of flyover will be 12m and provided in one carriageway.
125	Schedule B Appendix BX, BXI	Overall width of VUP's / PUP's / Reptile & Elephant underpass shall be 27.5m considering 4.5m width of median and 24.5m considering 1.5m width of median. However, the width mentioned for VUP's / PUP's / Reptile & Elephant underpass is different from 27.5m and 24.5m. Please clarify if widths mentioned in Schedule 'B' are correct & provide cross section of VUP's/ PUP's and Reptile & Elephant underpass.	Please refer Sl. 4 and 5 of Addendum to RFP. Width will be 2 x 12.00m
126	Schedule B Appendix BXI	As per safety circular number NHAI/2008/Road Safety/IRF/588 dated 12.7.2010 the clear opening of Pedestrian Underpasses shall be 7.0m x 3.5m, whereas it has been mentioned as 5.0m x 3.0m in Schedule 'B'. Please confirm the size to be followed.	As specified in Schedule B.

Sl No	Clause Ref Page No	Description of Query	Reply to Queries
127	Schedule B Appendix BXII	The formation width of existing bridges as per Schedule 'A' is 8.0m / 8.2m. Please confirm that existing bridges are to be retained without widening.	No widening of existing structures is envisaged. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
128	Schedule B Appendix BXII & BXIII	The type of foundation & super structure are mentioned in the schedule b appendix BXII & appendix BXIII please confirm whether the concessioner is free to adopt their own design type.	Refer Article 2.1. Concessionaire has to do his own design. Structures to add if required.
129	Schedule B Appendix BXIII	The formation width of minor bridges shall be 12m without footpaths for each side minor bridge as per Schedule 'D'. Thus, the deck width for minor bridges should be 24m. However, the overall deck widths mentioned at few locations are different from 24m. Please clarify if widths mentioned in Schedule 'B' are correct.	Please refer Sl. 7 of Addendum to RFP. Pl follow revised schedule
130	Schedule B Appendix BXV	The span arrangement proposed for ROB1 is 2 x 6.98m as compared to 1 x 13m of the existing ROB. Please confirm that the span arrangement in the proposed ROB has smaller spans than the existing ROB & please provide status of GAD approval	Please refer Sl. 8 of Addendum to RFP. Pl follow revised schedule
131	Manual & Schedule	TCS given in manual of specification for TCS type A3 Fig 2.4 (Open country) may not be accommodated in given land and may require earth retaining structure in the stretch please revive. Have you considered such structure in the total project cost, please clarify	Concessionaire is to develop TCS in accordance with specified Manual, considering provisions in tech. schedules and RoW availability.

Sl No	Clause Ref Page No	Description of Query	Reply to Queries
132	Schedule C	<p>As per Schedule C & Clause 12.3 of manual lighting to be provide in Toll Plaza, Truck Laybye, Interchanges, & Built up Section of the project highway please provide specific location for</p> <p>1. Interchanges Location where lighting to be provided</p> <p>2. Location & Length of Built up Section where lighting to be provided</p>	<p>1. There are no interchanges in scope of work specified in Schedule B and C.</p> <p>2. The location and length of built up section is given in table as part of Clause 1.1 of Annex-I, Schedule B.</p>
133	Manual Section 2	In manual under geometry design under various section minimum and ruling / desirable limits has been prescribed please confirm that minimum criteria is permissible to be followed in design by concessionaire	Please refer sl. no. 2 of the table given in Annex-I, Schedule D giving details of the modified provision w.r.t design speed.
134	Schedule B Width of carriageway	The carriageway required as per IRC -64- 1990 up to 35000 PCU/Day is 7m Dual carriageway as per concession agreement article 29 in year 2020 traffic projected is 25732 PCU/ Day. Please review the main carriageway width proposed	Please refer Article 48 for Definition of PCU. No change. As specified in Schedule B.
135	Manual 4.2.1	<p>At many locations the minimum embankment height as per Clause 4.2.1 of the 4-Laning Manual (IRC:SP:84-2009) is not available on site and no reconstruction due to this has been mentioned in Schedule-B of the draft Concession Agreement.</p> <p>Please confirm that no reconstruction shall be required with reference to Clause 4.2.1 of the 4-Laning Manual (IRC:SP:84-2009)</p>	As per Schedule D.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
136	Ministry of Environment & Forests (MOEF) Circular on Borrow Areas	<p>As per MOEF's office memorandum F. No. 2-30/2012-IA-III dated 18th December 2012 (copy attached for ready reference), separate Environment Clearance for mining of borrow areas shall not be required if in the Environmental Clearance process (TOR & EC proposal), the details of borrow areas are submitted as per the details mentioned in the Circular.</p> <p>Please let us know the identified locations of such borrow Areas so that the leads from the identified locations and cost thereof shall be worked out for bid preparation.</p> <p>As you are aware that the executing agency (Concessionaire / Contractor / Govt. body) normally procure the earth/soil for earth filling from the borrow areas (barren/waste land, soil humps, land for ponds, etc.) located alongside the Project alignment. We request that if the requirement for Environmental Clearance for individual borrow areas be waived as it will be very difficult to identify the borrow areas during the pre-development stage of the Project.</p>	<p>Reference on likely borrow areas may be taken from PPR. However Concessionaire has to make its own assessment for consideration of lead and cost.</p> <p>The said MOEF memorandum states that separate environment clearances for mining of soil / earth from borrow areas, which are part of a highway project, are not required. Rather these are to be considered as a single project for appraisal under EIA Notification, 2006.</p> <p>Since the project does not require clearance under EIA Notification, 2006, borrow areas for the project do not require environmental clearance.</p>
137	Schedule	Typical Cross sections: Please provide all the typical cross sections adopted for the project road.	<p>Provided in Drawing volume of PPR.</p> <p>Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.</p>
138	Schedule	Widening schedules: Please provide widening schedule for the total project road.	Please refer Plan Profile drawings provided.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
139	Sch A-Annexure I-Sc. A Page no.7	"The Site of the Four lane with paved shoulder divided project highway " But the site is only 2 lane paved shoulder. Please modify.	The existing road is 2 lane with paved shoulder as indicated in Clause 3, Annex-I, Schedule A. The proposed road is 4 lane with paved shoulder divided project highway
140	Sch A-Appendix-AI-Page no.	This appendix provides the details of existing ROW. Please clarify whether the ROW Available on each side (LHS & RHS) are with respect to existing four lane centre line or any other reference. Please clarify.	This is with respect to existing road as shown in the village/revenue maps.
141	Sch B - Cl 4.2-Page no.11	Details of new Utilities - Please specify the exact requirements for provision of accommodating new utilities. Please specify.	Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
142	Sch B - Cl 1.1-Page no.13	The Paved carriageway shall be 17m and for Urban stretches 19m. The width is not clear. Please provide typical cross sections.	Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.
143	Sch B-Cl 4.5, Page no.14	Width of median: The width of median has given as 5.0m & 2.0m. We understand the width includes shyness of 0.25m on both sides of median. Please clarify.	Yes
144	Sch B- Retaining structures	Schedule-B is silent about requirement of earth retaining structures such as RE/RCC wall and toe wall requirement. Please provide the details of RE/RCC wall and toe wall locations in view of ROW Constraints and or high embankment locations Please provide.	RE/RCC wall of height more than 6 m has been proposed in the approach portions of flyovers, RoBs and underpasses. It is mentioned in sl. no. 13 of the table provided in Annex-I, Schedule D.

Sl No	Clause Ref Page No	Description of Query	Reply to Queries
145	Sch. B Appendix B VIII & B XIII Page 26 & 31	Service road bridges required at Km.77.827. But there is no such provision for the bridge at above location in schedule B. Please clarify.	Please refer Sl. 7 of Addendum to RFP. Total width of bridge will be 33.85m.
146	Sch. B Cl. 4.7. Page. 21 & 22 Appendix BVI	<p>The proposed type of intersections are given II, III, IV, V for Major and minor intersections. Please clarify what are these types. Provide the drawings.</p> <p>We understand that the Unidirectional flyover means only one side carriageway (LHS/RHS) will be the flyover i.e grade separated and other carriageway will be at grade level. Please clarify.</p>	<p>Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.</p> <p>Yes unidirectional flyover means flyover for one side of c/w and at-grade for the other.</p>
147	Sch. B Cl. 4.9. Page. 27 Appendix BX	<p>The required width of the proposed VUP has been mentioned as 38m at km 39+090. we understand this width includes the service road width also and the service road also has to be raised as that of VUP. Please clarify.</p> <p>There is level crossing at km 27+450 and ROB is proposed. But at the same chainage at Km 27+446 there is one VUP proposed. Please clarify the chainage.</p>	<p>Please refer Sl. 4 of Addendum to RFP.</p> <p>Width of VUP will be 2 x 12m. Service road will run at grade.</p>
148	Sch. B Cl. 4.13. Page. 42 Appendix BXV	At Chainage 144+002 it is proposed Flyover. But at site there is level crossing and there is material carriage structures beside the level crossing. It is difficult to construct Flyover at this location. Please clarify.	This level crossing is no longer in use.
149	Sch. 'C', 2(b), Pg NO. 44	Road side furniture shall be provided in accordance with Manual of Specifications and Standards as per schedule "D". Could you please provide minimum requirement of new metal W-beam crash barrier, Gantry type overhead sign board shall be provided.	As per Schedule D. Concessionaire to assess the same.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
150	Sch. B .(A) Page. 30 Appendix BXIII	2 minor Bridges were found in site visit at location 39+700 and 99+900 which were given as culverts in schedule	Culvert has been considered as per survey.
151	General	Please mention the name of agencies involved in Technical, Legal and Financial Consultancy service for this project. Please provide.	Joint Venture of M/s PricewaterhouseCoopers Pvt. Ltd. and M/s LEA Associates South Asia Pvt. Ltd
152	General	Does the Project stretch passes through any forest area / protected forest/reserved forest/social forest? Please specify.	Reserve Forest is 6.72 Ha and Revenue Forest is 20.809 Ha. The Project road passes through eight stretches of RF. The forest clearance procedure is ongoing.
153	General	Status of Environment & Forrest clearance at this stage? Any specific requirement proposed by MoEF/Forest Dept. for forest? Please specify.	Environment clearance is not required for the project.
154	General	Please specify the status of clearance on tree cutting. Please specify.	Tree cutting procedure shall be initiated after land acquisition in private and government lands. In forest stretches it shall be initiated after obtaining forest clearance.
155	General	Project Corridor is passing through any of Gas / Crude Pipeline, status of Utility clearance may be clarified. Please clarify.	Utility relocation process is presently underway.
156	General	Please inform us the status of the State Support Agreement. Please clarify	Not Relevant for State Projects
157	General	Kindly provided us the soil investigation data for all structure locations.	PPR may be referred. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.

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Sl No	Clause Ref Page No	Description of Query	Reply to Queries
158	Schedule R PPP. 39/11 (part-II) 6642/W dated the 23.06.2011 Clause 3. (6)	The clause states that " No toll shall be levied on two wheelers, three wheelers, Bus or minibus for use of the section of State Road, bridge or bypass." Kindly clarify whether toll can be collected from private or Govt. bus as is the standard practice for other centre and state concessions	The clause is as per Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). No change is admissible
159	Schedule R PPP. 39/11 (part-II) 6642/W dated the 23.06.2011 Clause 5. (2) and (3)	<p>(2) The rates specified under rules 4 shall be reviewed annually by the State Government for consideration of any revision thereof.</p> <p>(3) Where the State Government takes a decision for revision of rule of toll then the base rates specified in rule 4 shall be increased</p> <p>The clause states that revision of base fee rate shall take place when the state Govt. takes a decision for revision of the same. Please clarify whether the annual revision of toll rates should be done autonomously or the same subject to the approval and decision of Govt. of Odisha</p>	The clause is as per Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). The clause is self explanatory
160	General	Please clarify the usage of Fly-ash in this project.	As per MOEF, 2009 Notification, Highway Projects within 100km of Thermal Projects must use Fly Ash in Road Construction. There are number of Power Plant Units operating in the vicinity. (IB Thermal, Vendanta etc.) , who can provide Fly Ash free of cost. Out of 16 Lakh Cum of earthen embankment fly ash to the tune of 12 Lakh cum can be utilized. Concessionaires may also some get some relaxation on removal procedures by negotiating with the Power Plant Units. The Concessionaires are advised to follow the guidelines issued by the Government of India for usage of fly-ash in this Project.