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MP ROAD DEVELOPMENT CORPORATION LIMITED, BHOPAL

MINUTES OF THE PRE-BID MEETING HELD ON 10.02.2010 FOR FOUR LANING OF LEBAD (SH-31) TO MANPUR (NH-3) ROAD.

S.No	Clarification sought/Query	Reply of MPRDC
1	In clause 3.3 & 3.4 of Schedule-B, the proposed grade separator arrangement is not clear enough for proper and safe movement of traffic. Please mention the proposal for safe movement of traffic from NH-59 and NH-3(travelling from Indore) to the proposed Lebad-Manpur Road	Design of grade separator is the responsibility of Concessionaire. In clause 3.2, it is very clearly mentioned that Lebad-Manpur Road is to be carried above NH-3 and NH-59. In Clause 3.4 it is clarified that to carry traffic coming from Indore side and going towards Lebad-Manpur Road at grade Junction shall be developed with provision of stage lane median Island.
2	In clause 7.1.2(b) (C) , 7.2.1(C) & 7.2.2.(C) the total width of structure has been mentioned as 27.5 m as against this, the total road width is 25.0 m. We propose the total width of structure to be changed to 24.0 m for your ready reference, copy of IRC:5-1998 is attached, where it is mentioned that the structure's outer to outer width shall be not less than approaches. The carriageway in the Schedule-D propose is equivalent to a 6 lane bridge which increase the cost of project making it unviable.	The total width of structures is including width of median. This is as per provision of Schedule-D. Hence, no change.
3	With reference to clause 30.1 (page 77) we would like to point out that already a shorter road than the proposed road (Lebad-Manpur) i.e. from Gujri to Lebad exists which passes through extreme terrain conditions. This route is already shorter by 20% of the proposed road length of Lebad-Manpur section. We therefore understand that the existing road should be considered as an alternate route and as per the above mentioned clause should not be taken up for four laning or any further improvement. Please clarify.	There is no proposal to four lane the existing Lebad-Nagda Road.
4	In page No. 10 of RFP Part -I: The Bidder shall deposit a Bid Security equivalent to Rs. 2.00 crores (Rupees two crores only) in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee,	Bid Security to be submitted by the bidder Rs. 2.001 crores.



	<p>acceptable to MPRDC, as per format at Appendix –II or in the form of Demand Draft payable at Bhopal in favour of MD MPRDC.</p> <p>Page no 128 in Part III: “Bid Security” means the security provided by the Concessionaire to MPRDC along with the Bid in a sum of Rs. 2.001 crores (Rupees two crores ten thousand only), in accordance with the Request for Proposals, & which is to remain in force until substituted by the Performance Security.</p> <p>There is contradiction in both the clauses, kindly clarify?</p>	
5	<p>Clause 2.1.14 Part – I. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the MPRDC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MPRDC for, inter alia, the time, cost and effort of the MPRDC, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the MPRDC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>(i) Such Bidder (or any constituent thereof) & any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in</p>	<p>Clause 2.1.14 & Clause 2.20.7 is amended as under:-</p> <p>A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MPRDC for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.</p> <p>Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>(i) such Bidder (or any constituent thereof) and</p>



<p>A Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital.</p> <p>(ii) A constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or</p> <p>(v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or</p> <p>(vi) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p> <p>Kindly revise the clause as per NHAI revised Document, as they have changed the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital, changed up to 25%.</p>	<p>any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25% (twenty five percent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p> <p>(ii) a constituent of such Bidder is also a</p>
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		<p>constituent of another Bidder; or</p> <p>(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or</p> <p>(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or</p> <p>(vi) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.</p>
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Explanation:
In case a Bidder is a Consortium, then the term

		<p>Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.</p> <p>For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</p> <p>Clause 2.20.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the MPRDC for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:-</p> <ul style="list-style-type: none">(a) If a Bidder submits a non-responsive Bid;(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;(c) If a Bidder withdraws its Bid during the
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		<p>period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the MPRDC;</p> <p>(d) In the case of Selected Bidder, if it fails within the specified time limit –</p> <p>(i) to sign and return the duplicate copy of LOA;</p> <p>(ii) to sign the Concession Agreement; or</p> <p>(iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or</p> <p>(iv) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.</p> <p>Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.20.7 (a), the damage so claimed by MPRDC shall be restricted to 5% of the value of the Bid Security.</p>
6	<p>Clause 4.2 & 4.3, Part-III Damages for delay by the MPRDC. In the event that (i) MPRDC does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, & (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, MPRDC 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 fulfillment of such Condition Precedent,</p>	<p>No change</p>



	<p>subject to a maximum of 20 % (twenty per cent) of the Performance Security.</p> <p>Damages for delay by the Concessionaire</p> <p>In the event that (i) MPRDC dose not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period of 180 (one hundred & eighty) days from the date of this Agreement, & (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the MPRDC or due to Force Majeure, the Concessionaire shall pay to the MPRDC Damages in an amount calculated at the rate of 0.2 % (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Condition Precedent, subject to a maximum of 20 % (twenty per cent) of the Performance Security.</p> <p>The Rate of damages per day for the delay in fulfillment of condition precedent is twice for the concessionaire than that for the Authority which seems to be unjustified. It is therefore suggested that penalty for the same fault should be same for both the Parties.</p>	
<p>7</p>	<p>Clause 5.1.4 (e) Part – III: The Concessionaire shall, at its own cost and expense,.....make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement. Please clarify by adding that all cost with respect to land acquisition shall be borne by Authority.</p> <p>This could imply that the facilitations sought are at concessionaire's expenses.</p>	<p>Cost of land acquisition, Rehabilitation and Resettlement and Utility shifting will be borne by MPRDC or the agency owning such utility.</p>
<p>8</p>	<p>Clause 6.1.2 Part – III & Clause 10.4 Part – III: Obligations of the MPRDC: The MPRDC agrees to provide support to the</p>	<p>Necessary assistance will be provided by MPRDC including coordination with District</p>



	<p>Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:</p> <p>Please clarify the provisions for rehabilitation & resettlement. The responsibility & costs may please be included in the obligations of Authority</p> <p>For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.</p> <p>MPRDC may take the responsibility of all R & R activities, encroachment removal etc & pay for the same. The physical responsibility of removal only may be put on the concessionaire.</p>	Administration.
9	<p>Clause 10.3.4 Part – III. The MPRDC 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 per day for every 1,000 square meters or part thereof, commencing from the 91st day of the Appointed Date and until such Right of Way is procured.</p> <p>We kindly request that, in addition to the damages to be paid to Concessionaire; suitable extension in the concession Period shall be proposed, as the damages to be paid are meager considering the</p>	No change



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	mobilization of machinery & manpower to be done by concessionaire.	
10	<p>Clause 11.1 Part – III Undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way. However as per Cl.11.2 Concessionaires obligations with respect to utilities are limited to Physical removal/ shifting of the same for which the cost is being paid.</p> <p>Kindly make necessary modifications so that in respect to handling utilities concessionaire's obligations are restricted to physical removal/ Shifting on payment for the same.</p>	Clause 11.1 pertains to existing utilities and roads. No change is being done in it.
11	<p>Clause 11.2 Part-III. The cost of such shifting shall be borne by the MPRDC or by the entity owning such utility, if the MPRDC so directs. Payment of Utility Shifting shall be given by Authority to concessionaire for avoiding the un necessary delay in the execution of the project.</p>	Cost of utility shifting will be borne by MPRDC or the agency owning such utility.
12	<p>Clause 21.3 Part – III . Recurring expenditure on Medical Aid Posts. On or before COD, the Concessionaire shall provide to the State Medical Department or a substitute thereof to be designated by the Government one ambulance in good working condition along with chauffeurs for round-the-clock ambulance services as set forth in Clause 21.1 & meet the operating costs of such ambulance including the salaries & allowances of the Chauffeurs. The Concessionaire shall also reimburse to the State Medical Department (or a substitute thereof to be designated by the Government) the actual expenditure incurred by it in each Accounting Year on the medical equipment, & the pay and allowances of up to 2 (two) medical personnel deployed exclusively for the Medical Aid Posts and ambulance, & shall maintain the Medical Aid Post buildings in accordance with Good</p>	One Ambulance with basic medical facilities is to be provided to attend the victims of accident etc. Also the payment as contemplated in clause will have to be made by Concessionaire.



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	<p>Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Medical Department or a substitute thereof to be designated by the Government.</p> <p>Kindly specify the amount to be paid to State Medical Department, as there is no control on purchase of medical equipment that may vary, so you are requested that payment responsibility shall be in MPRDC's scope, as burden of this expenditure will affect viability of project.</p>	
13	<p>Clause 26.4 Part – III: Payment of Concession Fee –The concession fee payable under the provisions of this Article 26 shall be due and payable in yearly instalments. Within 7 days of the start of each year, the concessionaire shall pay to MPRDC the concession fee due to and payable for that year.</p> <p>The mode of Payment of Concession Fee shall be in Monthly installments, within 7 days of close of each month, to avoid the unnecessary loading of interest component on concession fee and favoring the competitive bid quoting.</p>	No change
14	<p>Clause 27.1.3 Part – III The Parties acknowledge that a notification for levy and collection of Fee has been issued by the Government under Section 2 read with Section – 4 of the Indian Tolls Acts, 1851 (Vol.VIII of 1851) (the "Fee Notification") & a copy of thereof is set forth in Schedule – R.</p> <p>Pl. provide copy of Section Vol. VIII of 1851</p> <p>Kindly specify the period of issue of fee notification of 90 days from which date?</p>	Can be purchased as it is a published document available in the market.



15	<p>Clause 27.6.1 Part – III In the event that the average daily traffic of PCUs in any Accounting Year shall have reached a level equivalent to 120% (one hundred and twenty per cent) of the designed capacity specified in Clause 29.2.3 (the “Traffic Cap”), the Fee levied and collected from the traffic exceeding the Traffic Cap shall, notwithstanding anything to the contrary contained in this Agreement, be deemed to be due and payable to the MPRDC in accordance with the provisions of Clause 27.6.2.</p> <p>As per clause 29.2.3 the concessionaire undertakes Capacity Augmentation when actual traffic crosses design capacity of 60000 PCU, resulting into earmarking next threshold of Design Capacity.</p> <p>If concessionaire undertakes the capacity augmentation and in turn awarded the extension in concession period up to max 5 yrs period, the provision of this clause shall be deleted, as the extension in concession period is on account of capacity augmentation, why should the benefit for the increased traffic hall be passed on to Authority ?</p>	Clause 27.6.1 and Clause 29.2.3 are clear. No change
16	<p>Clause 27.6.1 , Part-III: If traffic in any Accounting Year exceeds the Traffic Cap, the Concessionaire shall be entitled to collect and appropriate the Realisable Fee for traffic not exceeding the Traffic Cap and for all traffic exceeding the Traffic Cap, the Concessionaire shall collect and deposit the same into the Safety Fund within 60 (sixty) days of the close of the relevant Accounting Year; provided that the balance remaining in respect of the excess traffic of the last Accounting Year of the Concession Period shall be credited to the Safety Fund within 30 (thirty) days of the Transfer Date. Please clarify the methodology to compute excess revenue as comparison is made in terms of PCU.</p>	Revenues up to the PCU mentioned will be limited as per the classification acceptable to Concessionaire.



17	<p>Clause 27.6.2 Part-III. The MPRDC and the Concessionaire acknowledge that the traffic as on June 2023 (the "Target Date") is estimated to be 17070 PCUs per day (the "Target Traffic"), and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, in accordance with Clause 22.3, on the date that falls one year prior to the Target Date, on the Target Date and on the first anniversary of the Target Date (the "Actual Average Traffic").</p> <p>Kindly explain the calculation of Target Traffic with breakup of each category of vehicle in computation of PCUs.</p> <p>Kindly clarify the methodology for calculation for Actual Average Traffic. Is it average calculated for the year 2022, 2023, and 2024 with further averaging for both the toll plaza? Pl. explain in detail.</p>	<p>Target traffic break up not required to be revealed. Methodology of computing traffic survey will be as per the Schedule-O.</p> <p>Calculation methodology given in Schedule - O</p>
18	<p>Clause 29.2.Part-III: Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway, MPRDC at its option may cause preparation of a detailed project report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highways such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Road Congress publication No. IRC - 64, 1990 or may substitute thereof & extension of Concession Period, if any, that may be required to yield the Concessionaire a post - tax return on equity (Equity IRP) of 16% per annum, such assessment being made at an assumed</p>	



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	<p>debt: equity ratio of 70:30. Such extension of Concession Period shall be however limited to 5(five) years.</p> <p>i) Please confirm, if the capacity augmentation costs will be as mentioned in the DPR or actual costs incurred by the concessionaire and approved by Independent Engineer for undertaking such capacity augmentation.</p> <p>ii) The traffic volumes vary from segment to segment in the project stretch. Please clarify, if the capacity augmentation in the various segments can be undertaken as and when it is due or the entire stretch will be augmented?</p> <p>iii) The modified clause does not mention to what extent the capacity should be augmented. Whether it is to be augmented to Six Lane capacity or more?</p> <p>iv) Please clarify how the maximum extension period of 5 years was arrived at</p>	<p>(i) At DPR cost</p> <p>(ii) Entire stretch will have to be done and traffic will be computed as per the methodology given in Schedule -O</p> <p>(iii) Four lane Highway will have to be augmented to six lane or higher as per the traffic.</p> <p>(iv) As per the financial working ensuring the 16% equity IRR to Concessionaire.</p>
19	<p>Clause 37.3.1, Part-III For the Avoidance of doubt, the concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a concessionaire's default occurring prior to COD.</p> <p>This provision may be acceptable where the Concessionaire has not completed even 10% of the construction of project. However where a considerable portion of the construction has been completed & equity as well as finance from the lenders has been procured this provision needs to be revised. It would be advisable to negotiate that certain percentages of completion of the project by the Concessionaire be treated as a threshold beyond which the value of asset created reduced by the cost incurred in taking over</p>	<p>No change</p>



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	or re-tendering the project should be payable to the concessionaire. In addition all the downstream payments that may need to be done by the concessionaire in the respect of the Project agreement should be compensated by the Authority	
20	<p>Clause 2.2, 2.6 a & b & 3.1 in Schedule B (B-2,3 in part - IV)</p> <p>2.2 Service road: - Service road are not proposed anywhere in the project. 2.7 a. Vehicular overpass are proposed at 05 location</p> <p><i>b. The underpass for pedestrian & cattle crossing is proposed at one location at CH 5+860 at village Ekaduma.</i></p> <p>As no service road proposed along the alignment, but along Approaches of flyovers / VUP/PUP service road will be required. Please clarify whether this project is Access controlled or not?</p> <p>If service road to be added in scope then kindly revise the Total Project Cost accordingly.</p>	Service road on both side shall be provided on locations of vehicular overpasses, pedestrian and cattle underpass and grade separated structures. It is further clarified that the provision of service roads are part of development of overpass and underpass and cost is already included in the cost of overpasses and under passes.
21	<p>Clause 3.0 , Part-IV 3.1 Grade separated Intersections.</p> <p>Kindly specify the total width of structure for 4 – lane & 2 – lane flyovers.</p>	Design to be done by Concessionaire as per Section 3 of Schedule-D.
22	<p>Clause 3.3 part – IV: At junction with NH-59, the FRL of proposed Indore-Ahmedabad four lane roads is 580.705. This RFL is subjected to minor variation. The clear vertical clearance of 6.5m over this RFL shall be kept for road over bridge of proposed grade separator on Lebad-Manpur road.</p> <p>Clear vertical clearance is 6.5m over RFL, Please revise the clearance height to 5.5m, and 5.5 m clearance will be sufficient as per standards.</p>	No change



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	Also kindly provide us Ground Level & FRL of Indore – Ahmadabad road (4-lanning work) at flyover location	
23	<p>Clause 7.0 structure Part-IV)</p> <p>7.1 Culvert</p> <p>7.1.1 widening of pipe culvert width is 24.00m</p> <p>7.1.2 proposed width of slab culvert is given in Schedule is 27.50m</p> <p>7.2 Bridges</p> <p>7.2.1 Proposed width of minor bridge is given in Schedule is 27.50</p> <p>7.2.2 Proposed width of Major Bridge is given in Schedule is 27.50.</p> <p>As you have provided that the width of slab culverts/major bridges/minor bridge which are 27.5m which are for 6 –lane, so please reduce the width to 4- lane width.</p>	No change as already clarified in Query at Sr. No. 2. The width includes median.
24	Kindly provide us the Feasibility report of the Project	Can be seen in office
25	Kindly provide us the soil investigation data for all the structures	Concessionaire has to do soil investigation..
26	<p>What is the status of Land Acquisition for this Project?</p> <p>Kindly clarify the availability of percentage of ROW as on date.</p>	Land acquisition is in advance stage of process. Land will be provided as per Article 10 of Concession Agreement.
27	Plan and profile not given along with the Schedule. Kindly provide.	It is to be prepared by Concessionaire
28	Kindly provide alignment plan and location details are not given to assess the project corridor	Alignment plan coordinates as given in Clause 2.5.2 of Schedule-A.
29	Co-ordinates given in Schedule-A is indicative, no control pillar details are given to trace out the alignment as the alignment is	Control pillars have been fixed by Consultants. If



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	passing through agriculture field/barren land. Kindly clarify	they are not found help of the Project Manager, MPRDC can be taken in this regard.
30	As per clause 2.2, No services road/slip road proposed along the proposed road section needs clarification	Service road and slip road need to be provided at vehicular overpasses and the pedestrian and cattle underpass and grade separator structures as per Schedule-D.
31	As per clause 2.6 and 3.1, All grade separated structures/intersections are proposed without ramps, needs clarification. If the same is the case, then only the traffic coming/going from start and end location of the project corridor is only allowed to use the project highway. the other traffic coming from NH-59 or other Grade separated structures/intersection is not allowed on project highway.	Instead of ramps, Service roads are to be provided.
32	As per Schedule, only 45m Row is proposed along the proposed corridor. Wherever grade separators are proposed needs minimum 60 m corridor to accommodative the embankment slopes and utility corridor needs clarification.	Additional land requirement at grade separated structures may be assessed by Concessionaire and land will be acquired by MPRDC.
33	GAD for Flyover/UNP/VUP/Bridges is not given along with Schedule GAD is required to assess the structure proposal. Kindly provide the same.	GAD of structures shall be designed by Concessionaire. Design shall be as per Schedule-D
34	As per clause 3.1, design chainage for Grade separated intersection is 34+300 and the project end chainage is also 34+300. Based on the schedule and site location project road is creating T-Junction with NH-3 near Manpur village, whether this grade separator will be trumped structure with loop and ramps to NH-3, if not then what will be the grade separator ramp arrangement and how will the traffic rotated to/from project road without ramp roads needs, clarification.	Drawing and design of grade separated structures is to be prepared by Concessionaire. The traffic from Project Highway to NH-3 taking a right turn will have to be crossed through 2 lane grade separated structure while at grade junction is to be designed for traffic coming from towards Indore on NH-3 and turning right on Project Highway.
35	We understand that the span arrangement for bridges and grade separator as per Schedule-B can be changed. Please confirm.	Agreed



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36	There are 8 existing causeways which are to be reconstructed, please provide the typical details of the existing causeways.	Concessionaire to assess himself.
37	As per clause 4.1.2(e), what is the status of MOEF clearance from this Authority/. We understand that the same is already available with the client. Kindly clarify.	Environment clearance from State Level Environmental Appraisal Committee of Madhya Pradesh is in progress. Cost of implementation of EMP and conditionalities imposed on Environmental clearance are to be borne/ensured by Concessionaire.
38	As per clause 4.3 and 4.3, Bidder request that in the event of delay damages to be paid, this damages should be similar to damage to be paid by the Authority at the event of its default i.e. @ 0.1% of the Performance Security. Kindly confirm.	No change
39	As per clause 5.1.4(e), kindly clarify up to what extent the reasonable effort shall be made by the Concessionaire to facilitate the acquisition of land?. Whether it is Row or land for temporary establishment and approaches	Concessionaire shall make his own arrangement for locating plants and machineries, temporary establishments and approaches, workshops etc.
40	As per clause 10.3.4 the extent of damage or the quantification of such delay has been restricted @ Rs. 50.00 per day delay for 1000 sq.m. or part thereof. Bidder request for compensation on actuals so as to protect the interest burden and the actual loss. Kindly confirm.	No change
41	As per clause 11.4, bidder understands that the cost incurred towards disposal of trees should be borne by Authority. Kindly confirm	Concessionaire shall cut trees and dispose off in suitable manner. The cost of such felling shall be borne by MPRDC and trees shall be the property of MPRDC.
42	As per clause 26.2.1, bidder request for clarification on the payment of premium due and payable in a particular year i.e. whether it shall be on prorata basis or not for the period remaining after the COD?	For part of the year, it will be on prorata basis
43	As per clause 26.2, there should be some provision for the calculation of Realizable fees from commercial perspective i.e. any reduction in traffic in a particular year, Kindly suggest.	Query not clear, as clause 26.2 pertains to Additional Concession Fee.



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44	Is there any provision for any discount in fee for the frequent users?	Article 27 is clear.
45	As per Clause 29.2.3, bidder request that MPRDC should allow the Concessionaire for making its representation before issuance of such termination notice.	Such procedure is detailed out in the Agreement.
46	As per clause 4.1.1, bidder seeks clarification as to whether the effect of Change in Law is in absolute terms or would not have any impact if such issue is included in the WPI basket irrespective of its contribution.	No change
47	Others	Revised Schedule-W is annexed.

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