

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

Name of Work: Short term and Permanent rectification work of damaged stretch as per IIT Bombay recommendation on the project i.e., "Rehabilitation and Up-gradation of section from Km 206.00 to Km 239.425 (Nimbutala to Austin Creek) of NH-04 (Old NH-223) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands" at the Risk & Cost of existing EPC Contractor, on percentage Rate Basis in the FY 2025-26. (NHIDCL/RO/A&N/FY 2025-26/11)

Tender Id: 2026_NHIDC_894828_1

Reply to the Pre-bid Queries

Sr No	Clause No. Section	As stiputed in RFP documents	Queries of the bidders	NHIDCL's Reply
1	RFP - Clause 33 of the Instructions to Bidders (ITB)	Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 3% (three) percent of the Contract Price in the form of e-BG as per Annexure-I from any Indian Scheduled/ Nationalized Bank, valid for the period of 28 days after the expiry of Defect Liability Period and additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract.	As per Clause 33 of the Instructions to Bidders (ITB), Performance Security is stipulated as 3% of the Contract Price and is required to remain valid up to 28 days beyond the Defect Liability Period. However, the project is proposed to be executed in two phases, namely Phase-I with a completion period of 03 months and Phase-II with a completion period of 09 months. The tender documents do not clearly specify the sequence of execution of the two phases, nor do they clarify whether both phases are mandatory for execution or whether completion of one phase could lead to suspension or deferment of the remaining work by the Authority. In such a scenario, it is unclear whether the Performance Security would still be required to remain valid for 28 days beyond the full Defect Liability Period of 36 months. In view of this, kindly clarify: (a) The applicability and validity requirement of Performance Security with respect to phased completion of the project. (b) The relevant chainages of Phase-I and Phase-II.	(a) Performance Security shall be 3% (three percent) of the Contract Price and shall remain valid for a period of 28 days beyond the expiry of the Defect Liability Period, as stipulated in the RFP. (b) The tender is an item-rate, percentage-based contract, and the scope of work is defined as per the Bill of Quantities (BoQ).
2	RFP - Clause 33 of the Condition of the Contract	The Defects Liability Period is 36 months calculated from the Completion Date, if both Phase-I and Phase-II works have been taken up by the Authority. It is the terms of contract that Construction of road work shall be of very high standard, requiring no major repairs for at least 36 months after the date of completion of works.	The project is proposed to be executed in two distinct phases, namely Phase-I and Phase II, each having separate completion timelines. However, the tender documents stipulate a common Defect Liability Period applicable to the entire project as a whole. In view of the phased execution and considering that works under each phase would be completed, taken over, and put to use at different points in time, we respectfully request clarification as to whether the Defect Liability Period shall be enforced phase-wise, commencing from the date of completion and taking over of the respective phase, instead of being linked to the completion of the entire project. Such phase-wise applicability of the DLP would be more equitable and in line with standard contract practices. Kindly clarify.	The Defects Liability Period shall be applicable as stipulated in the RFP, i.e., 36 months calculated from the Completion Date, if both Phase-I and Phase-II works are taken up by the Authority. No phase-wise DLP is envisaged under the RFP.
3	General RFP	Bid Security and Performance Security in the form of e-BG as per Annexure-I from any Indian Scheduled/ Nationalized Bank,	As per the amendments issued by the Ministry of Finance to the General Financial Rules (GFR), 2017 the use of Insurance Surety Bonds has been formally permitted as an alternative to Bank Guarantees/RTGS/NEFT for both Bid Security and Performance Security. This significant reform, announced in the Union Budget 2022-23, aims to ease liquidity constraints for contractors, reduce dependence on banking instruments, promote wider competition, and bring procurement practices in line with international standards. In view of the above and in the interest of facilitating fair and efficient participation, we kindly request your good offices to amend the relevant clause in the tender and permit the submission of Insurance Surety Bonds in lieu of traditional Bank Guarantees/RTGS/NEFT for Bid Security and Performance Security.	Bid Security and Performance Security shall be submitted strictly in accordance with the provisions of the RFP, i.e., in the form of e-Bank Guarantee (e-BG) as per Annexure-I from an Indian Scheduled / Nationalized Bank.


 Manager (P)
 R.O. - Sri Vijaya Puram
 NHIDCL. (A&N ISLANDS)


 2/2/2026

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4	BoQ and General RFP	The Contractor shall be responsible for the works included in its scope as per the BoQ and shall be liable during the Defect Liability Period in accordance with the Conditions of Contract.	From the Bill of Quantities (BOQ), it is understood that the Bituminous Concrete (BC) works are proposed to be executed along the entire length of the road, whereas the Cement Treated Base (CTB) is to be executed only at specified and scattered locations. However, the Defect Liability Period (DLP) is stipulated to be applicable for the entire project. In this regard, it is submitted that any damage or distress to the BC layer arising due to failure or inadequacy of the underlying base or sub-base at locations where CTB or other base/sub-base works are not executed by the Contractor would be beyond the Contractor's scope and control. Therefore, kindly clarify whether the Contractor shall be indemnified during the Defect Liability Period against defects or damages to the BC work attributable to failure of base/sub-base layers at locations where such layers are not included in the Contractor's scope of work.	The responsibility and liability of the Contractor during the Defect Liability Period shall be governed strictly by the provisions of the RFP and the scope of work defined in the BoQ.

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**Manager (P)
R.O. - Sri Vijaya Puram
NHIDCL (A&N ISLANDS)**

Prabhat
2/2/2028
**Prabhat Kumar Singh
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