

(Reference: Bid NIT No.: NHIDCL/Meghalaya/HSC/Package-04/2026 Date: 24.02.2026 published on CPP portal vide Tender 2026_NHIDC_900116_1]

Draft replies to Prebid queries-Reg

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
Draft Concession Agreement				
1.	Clause 5.2.5, Obligations relating to Project Agreements	Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of the EPC Contractor and an O&M Contractor and execution of the EPC Contract and O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority...	Authority is requested to clarify public interest perspective.	As per Modified RFP
2.	Clause 8.1.2, Disclaimer	The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the	The bidder understands that it only acknowledges and accepts the risk of inadequacy, mistake, or error in or relating to any matter set forth in Clause 8.1.1, which is limited to the Scope defined in Schedule - B. Anything beyond, that is specified in Schedule B shall be considered as additional	As per Modified RFP



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3.	Clause 9.1.1, Performance Security	Concessionaire, {the Consortium Members and their} Associates or any person claiming through or under any of them. The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30(thirty) days from the date of this Agreement, an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure II of Schedule –F), or irrevocable and unconditional e-Bank Guarantee from a Bank for a sum equivalent to Rs.***** crore (Rupees *****1 in the form set forth in Schedule-F (the “Performance Security”). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire. The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be	work and dealt under Change of Scope under Article 16. Kindly clarify. The Bidder understands that the Performance Security is required to be provided within 30 (thirty) days from the date of this Agreement and shall remain valid as per the terms specified in Schedule-F. However, in the event of any delay in achieving the Appointed Date due to reasons solely attributable to the Authority, resulting in the requirement for the Concessionaire to extend, renew, or reissue the Performance Security, any associated costs, including but not limited to renewal charges, extension fees, premiums, or additional bank/insurance charges, shall be fully reimbursed by the Authority. Kindly clarify.	As per Modified RFP
4.	Clause 9.3, Release of		The Bidder understands that the Performance Security shall be released upon the Concessionaire expending an aggregate	As per Modified RFP

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	Performance Security	released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 30% (thirty per cent) of the Bid Project Cost; provided, however, that the Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.	sum not less than 30% (thirty percent) of the Bid Project Cost, provided the Concessionaire is not in breach of the Agreement. In this regard, the Bidder requests the Authority to clearly define the timeline within which the Performance Security shall be released upon submission of a formal request by the Concessionaire. Kindly clarify.	
5.	Clause 10.1, The Site	The site of the Project shall comprise the real estate described in Schedule-A and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "Site"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for the Project as set forth in Schedule-A.	Authority is requested to provide the actual status of land acquisition in terms of 3A, 3D, 3G & 3H notification and in the format of joint measurement survey (JMS) as specified in NHAI policy circular no. 7.1.86/2025 dated 02.07.2025. Further, the Authority is requested to provide the status of valuation and payment thereof in respect of structures/private trees and other hindrance and based on it the actual parcel of land in possession of the Authority.	Status of Land Acquisition - 3A Notification Published. 3D Under Process. 3G to be prepared after publication of 3D. No ongoing Arbitration/Legal issues w.r.t. Land Acquisition

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6.	Clause 10.3.4, Procurement of the Site And Clause 10.3.5 And Clause 14.3.2 Provisional Certificate	The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date,	Also, Authority is requested to provide the details of ongoing arbitration/legal issues w.r.t acquisition of land, if any. (a) The bidder requires the Authority to clarify, the Clause 10.3.4 states that if the Authority is unable to provide the remaining site within 180 days from the AD, the remaining site shall be removed from the scope which contradicts with clause 14.3.2 which states that Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project, if the Concessionaire has completed construction of 100% (Hundred per cent) of the Site made available to the Concessionaire up to 182 days from the Appointed Date. (b) During course of execution, it is understood that percentage weightage of works assigned for achievement of all Project Milestones shall be reckoned in proportion to the ROW made available to the Concessionaire within 180 days of AD. (C) The Bidder understands that the grant of Right of Way (RoW) by the Authority shall be in a continuous, unencumbered stretch to enable uninterrupted construction and avoid project delays. The Bidder requests the Authority to confirm that RoW shall not be	As per Modified RFP

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			provided in a fragmented or piecemeal manner.	
7.	Clause 11.2.1, Shifting of obstructing utilities	The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or maintenance of the Project Highway in accordance with this Agreement, as per the scope given in Schedule B and in accordance with applicable standards and specifications of concerned utility owning entity.....	1. The bidder understands that in the event of any delay in approval of estimate(s) for Shifting of Utilities by the Authority under Change of Scope and/or payment of supervision charges will be on account of the Authority, the Concessionaire shall not be responsible for such delay and Extension of Time shall be granted for such delay of the Authority. Kindly clarify. 2. The Bidder understands that the Authority shall bear the cost associated for shutdown charges, procurement of land/ structure/ crop(s)/ tree(s) compensation for the erection/laying of utility. Kindly clarify. 3. Bidder understands that in case the utilities mentioned in schedule B are not obstructing the execution of works maintenance of the project highway, the same needs not to be shifted and provisions of Change of Scope shall not be applicable. Kindly clarify.	1. As per Modified RFP 2. Shutdown charges and Land Acquisition cost shall be borne by the Authority as per the Schedule-B of the Agreement. 3. As per Modified RFP
8.	Article 11.4 Felling of Trees	The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only	Please provide the number of trees required to be cut for the widening of the project highway.	Trees to be felled by the concessionaire in non-forest land are

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		if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Concessionaire,, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.		to be included in 3G award. Authority shall obtain necessary tree felling permission and concessionaire shall fell the trees as per SoP issued by State Govt. For trees in forest land stage-I clearance shall be obtained by the Authority.
9.	Clause 14.2, Completion Certificate	Upon completion of Construction Works and the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in Schedule-J (the "Completion Certificate").	Authority is requested to kindly clarify the timelines for issuance of Completion Certificate, after completion of works listed in the "Punch List".	As per Modified RFP
10.	Article 14.3 Provisional Certificate	Subject to the provisions of Clause 14.3.2, the Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in	We request that a time period be provided within which the Independent Engineer will issue the Provisional Certificate upon completion of Tests similar to how a time	As per Modified RFP 

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		Schedule-J (the “Provisional Certificate”) if the Tests are successful and the Project can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the “Punch List”); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority; provided further that the Punch List shall also include the cost of completion for each of the outstanding items.	period is mentioned under Article 14.2 for issue of Completion Certificate.	
11	Clause 14.5.1, Withholding of Provisional or Completion Certificate	If the Independent Engineer determines that the Project or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own	Kindly clarify that in the event of a dispute regarding the withholding of Provisional or Completion Certificate certificates between IE and Concessionaire, what is the dispute resolution process available with the Concessionaire?	As per Modified RFP

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12.	Article 16 – Change of Scope	inspection, if the Authority is of the opinion that the Project is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project and direct the Independent Engineer to withhold issuance of the Provisional Certificate or Completion Certificate, as the case may be	It is understood by the bidder that in the event of any additional structure included beyond the scope of work defined in Schedule-B as Change of Scope (CoS) works, the O&M charges for the same shall be separately payable to the Concessionaire. Further, it is understood by the bidder that for any and all CoS works, all charges against procurement of connection of electricity and bill/charges towards illumination of lighting (above/beneath the structure) and on approaches of structures, during the O&M Period shall be borne by the Authority. Kindly clarify.	As per Modified RFP
13.	Clause 16.2.2 (b), Procedure	(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed	The Bidder requests to provide the schedule of rates applicable to the works assigned by the Authority to its contractors. 	MoRTH Standard data book RATE analysis by adopting the base

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	for Change of Scope	breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable		rate of Assam PWD SOR 2020-21 It is to clarify that for determination of cost of change of scope (if any), the same SOR rate shall be applicable for items of works without any updation to Base date.
14.	Clause 16.2.3, Procedure for Change of Scope	Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of	Kindly clarify the timelines on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice.	As per Modified RFP

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		Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.		
15.	Clause 16.7 Effect of Change in Scope on the O&M Costs	Pursuant to the provisions if this Article 16, if the Change in Scope leads to a reduction or increase in the length of the Project Highway, the O&M Payments as provided in Clause 23.7 shall be reduced or increased in proportion to the reduction or increase in the length of the Project Highway.	Article 16.7 provides that if the Change in Scope leads to a reduction or increase in the length of the Project Highway, the O&M Payments shall be reduced or increased in proportion to the reduction or increase in the "length" of the Project Highway. However, Change of Scope may not necessarily affect only the "length" of the Project Highway. Therefore the Authority is requested to reduce or increase the O&M Payments in proportion to "any" reduction or increase in Change of Scope.	As per Modified RFP
16	Clause 17.8.1, Damage for breach of maintenance obligation	In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 2% (two per cent) of the Performance Security, and (b) 0.1% (zero point one per cent) of the cost of such repair or	This Clause may kindly be deleted since Damages prescribed in this Clause are highly irrational, and the said Clause in its current form can have severe financial implications on the Concessionaire and make the execution of the Project commercially unviable. Also, it is submitted that as provisions of Clause 17.9.1 reasonably cover Damages payable for breach of Maintenance Obligation by the Concessionaire, the same be retained/effectuated as a sole remedy against breach/ default in relation to	As per Modified RFP

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		rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof	maintenance obligations of the Concessionaire.	
17.	Clause 17.11, Restoration of loss or damage to the Project	Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.	The Bidder understands that it shall not be liable to rectify and remedy any such losses and damages arising on account reasons not attributable to the Concessionaire.	As per Modified RFP
18.	Clause 23.7.1 a, b, c	The Parties acknowledge and agree that all O&M Expenses shall be borne by the Concessionaire and in lieu thereof. For the performance of its Maintenance obligations, a lump sum financial support in the form of biannual payments shall be due and payable by the Authority....	(a). Kindly clarify whether the Bid Project Cost specified in Clause 23.1 of Concession Agreement (CA) shall be Modified from time to time in accordance with the provisions of Clause 23.2 of Concession Agreement (CA), so as to reflect the variation in price index occurring after the reference Index Date immediately preceding the Bid Date, for calculation of Maintenance payment and renewal payment payable to the Concessionaire.	As per Modified RFP

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			(b). The Bidder understands that the Bid Project Cost stand Modified as per Clause 23.2 of the CA, for payment of Maintenance and renewal layers. Kindly clarify (c). Bidder understands that the Cost of renewal works/layer in the respective year shall be paid by the Authority to the Concessionaire in addition to maintenance payment to be defined in the respective year. Kindly clarify? (d) Based on survey and investigation of the existing pavement, if the renewal layer required to be laid only on part length of the project, then how the cost of the renewal layer and maintenance payment shall be calculated and paid to the Concessionaire? Kindly define the methodology.	
19.	Clause-23.7.2, O&M Payments	Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted on account of variation of Price Index. It is further agreed that the Bid Project Cost hereunder shall be reckoned with reference to the amount specified in Clause 23.1, which shall be adjusted to the extent of Change of Scope and Reduction	The bidder understand that the amount payable shall be adjusted on account of variation of price index.	As per Modified RFP

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		in Scope, but shall not include any price adjustments in pursuance of variation of Price Index.		
20.	Clause 23.8, Mobilization Advance	The Authority shall, on request of the Concessionaire, make an advance payment in a sum not exceeding 10% (ten per cent) of the Bid Project Cost (the "Mobilization Advance"). This advance payment shall be made in two equal instalments. The Concessionaire may request the Authority for the first instalment of the advance payment at any time after the Appointed Date, along with furnishing a Bank Guarantee in a form satisfactory to the Authority. The Concessionaire may request the Authority for the second instalment of the advance payment at any time, after 60(sixty) days from the Appointed Date, along with furnishing a Bank Guarantee in a form satisfactory to the Authority...	The bidder understands that the Bank Guarantees submitted by the Concessionaire in respect of Mobilization Advance shall be eligible for release upon the proportionate advance amount get recovered from running bills / stage payments. Further, the Concessionaire has the liberty to either submit a substitute Bank Guarantees for the residual amount or multiple Bank Guarantees for such residual amount in replacement of the existing Bank Guarantee.	As per Modified RFP
21.	Clause 26.1, Insurance during Concession Period	The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as	The bidder understands that in case of extension of Schedule Completion Date for the reasons attributable to the Authority, the additional cost towards the Insurance premium as per the said clause shall be paid separately to the Concessionaire.	As per Modified RFP

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		may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period.....		
22	Clause 38.2, Escalation of Dispute	Clause 38.2, Escalation of Dispute	The Bidder notes that the clause 38.2 refers to Clause 1.1 for the notice in writing in relation to an unresolved Dispute. However, Clause 1.1 appears to relate to Definitions and does not appear to govern issuance of dispute notice. Accordingly, the Bidder requests the Authority to kindly correct typographical/ drafting error in relation to the said Clause.	As per Modified RFP
23.	Clause-38.3.1, Arbitration	Any Dispute which is not resolved amicably by conciliation as provided in Clause 38.2 shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 38.3.2. Such arbitration shall be held in accordance with the Rules of....	The Bidder requests that no restriction should be placed for conducting the arbitration through SAROD only, for maintaining neutrality and impartiality, Arbitration be carried out on alternative arbitration forums such as Ad-hoc basis or other institutional arbitration, thus amending the Arbitration Agreement between the parties.	Please refer Modified Concession Agreement Draft

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24.	Clause 41.17, State Support Agreement	The Concessionaire acknowledges that it has received from the Authority a certified true copy of the agreement executed between MORT&H and the State Government for providing the support and services specified therein (the "State Support Agreement"), and the Parties hereto agree to make their best endeavors to procure the support of the State Government..	We request the Authority to clarify whether State Support Agreement is signed by Authority and the respective State Governments. If yes, copy may kindly provided to the Bidders.	SSA shall be provided before signing of CA
Schedules				
25	Sch-A, Clause: 1.1 of Annexure-II & DCA Article 10.3.2	Right of Way	The Authority is requested to kindly provide the present status of the Land Acquisition of the project.	3A Status- Published in the Gazette 3D Status - Under Progress
26.	Clause 19, 20 & 21 Schedule A	Existing utility	Authority is requested to kindly provide Utility relocation plan for better evaluation of the project.	The concessionaire shall relocate the existing utility as per the specifications of the utility owning department as mentioned in Schedule B. Further, the utility relocation plan

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27	Annex-III Schedule A, Clause 1 & Clause 4 Schedule B	The alignment of the Project Highway enclosed in alignment plan. Finished road level indicated in the alignment plan shall be minimum requirement. In any case, the finished road level of the project highway shall not be less than those indicated in the alignment plan. In case of green field stretches / realignments stretches / bypasses / full reconstruction of existing stretches (if the existing stretches have been overtopped in past during rains /floods), the bottom of subgrade shall be 1000 mm above highest flood level (HFL)/ ground water table/	Given the potential conflict between these provisions, particularly between the guidance-based design flexibility under Para 1 of Schedule B regarding the minimum requirement and the technical specification/ Four Lane Manual IRC: SP:84:2019, we seek clarification on the following points: • If the datum in the DPR Plan & Profile is not connected to the Survey of India's benchmark, how should it be matched?	shall be prepared by the concessionaire at the time of execution in consultation with the concerned utility owning department. The details of existing utility at site to be shifted is mentioned in Schedule A. The Survey for the DPR was carried out using a static GPS survey, and an independent project datum was established for both horizontal and vertical control (2 control points per kilometre). All the GPS points are also shown in Plan and Profile. All plans, profiles,

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		Natural ground level / pond level, whichever is higher.		reduced levels (RLs), and chainages have been prepared consistently with respect to the same adopted project datum. Since a common and uniform datum has been maintained throughout the survey and DPR preparation, the internal accuracy and relative levels of the project are intact and suitable for DPR purposes. The same datum shall be followed consistently during subsequent stages.
			• and how can this be accurately compared if there is a shift in the center line due to ROW constraints or if longitudinal chainages differ due to geometric modifications?	•The Shift in centreline or difference in longitudinal

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				chainages will have effect in small length. We can easily compare the FRL for other chainages accurately excluding that small portions of length effected. However, any shifting of Centerline shall be such that the Project Highway is constructed as per scope and specifications within the PROW.
			Is the Concessionaire granted the liberty to adjust the FRLs, and structure levels based on site conditions, provided that all technical specifications and standards are maintained along with the required vertical clearance as specified in Schedule B?	Notwithstanding anything to the contrary contained in this Agreement or manual, the difference of the proposed profile and the existing ground level of the project highway as

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				indicated in the Annexure-III of Schedule A shall be treated as minimum requirement. Structure levels shall be as per the minimum FRL mentioned in the MODIFIED RFP.
			Therefore, the contract should explicitly state that Bottom of subgrade level shall be at least 1000mm above MSL/HFL/Existing ground level for a greenfield/bypass stretch, as already proposed in 4-lane manual IRC: SP:84-2019.	The bottom of subgrade shall be 1000 mm above highest flood level (HFL)/ ground water table/ Natural ground level /pond level, whichever is higher is clearly mentioned in Schedule B
			To avoid unnecessary confusion and disputes during the construction period, particularly considering the Hybrid Annuity Mode (HAM) nature of this project, where design flexibility lies with the Concessionaire,	As per MODIFIED RFP.

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			we humbly request the Authority to grant the Concessionaire full design liberty to develop the Plan & Profile strictly in accordance with the provisions of Schedule D. If authority reply is as per MODIFIED RFP, then we shall presume that Concessionaire is free to design as per tech specification and Schedule D.	
28.	Annex-IV Schedule A	ENVIRONMENTAL CLEARANCES Environmental Clearance- NA Wild Life Clearance- The Stretches Passing Through ESZ are Km 139.620 to Km. 140.320 = 0.700, Km 140.920 to Km 141.520= 0.600, Km 141.620 to 141.720= 0.100 in Meghalaya section Km 141.720 to 145.920= 4.2 Km. in Assam Section.	The Authority is requested to kindly provide the following details: 1. Present status of Environmental clearance alongwith the expected date of its approval. 2. Present status of Forest Clearance and Wildlife Clearance alongwith the expected date of its approval. 3. Chainage-wise details of forest and wildlife affected areas. 3. Relevant approvals / permissions obtained or under process, if any.	No environmental clearances required. 1. ESZ Proposal Meghalaya Portion Pending at State Level Proposal No- (WL/ML/ROAD/57 0944/2026) 2. ESZ Proposal Assam Portion Pending at State Level Proposal No- (WL/AS/ROAD/566 631/2026) 3. FCA Proposal Meghalaya Portion Pending for PSC-1 Proposal No-

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				(FP/ML/ROAD/571 786/2026) 4. ESZ Meghalaya Portion Ch-139.640 to 140.320 = 0.68 Km, Ch-140.890 to 141.720 = 0.83 Km. 5. Reserve Forest Meghalaya Portion Ch-140.100 to 142.130 = 2.03 Km, Deemed Forest Meghalaya Portion Ch-142.700 to 143.000 = 0.3 Km, Ch-143.600 to 144.700 = 1.1 Km. 6. ESZ Assam Portion Ch-142.100 to 146.300 = 4.2 Km.
29	Clause 1, Clause 4 and Clause	The concessionaire/ contractor shall, at its own cost and expense adopt Automated & Intelligent Machine aided Construction (AI-MC) for execution of the project in line with MoRTH circular No. RW/NH-	Development of 3D Digital Models using System of Automated & Intelligent Machine-aided Construction (AI-MC) for Motor Graders and Paver is a new and welcome technology. And the Contractor /	Bidder shall Refer Modified Technical Schedules. The concessionaire/co ntractor shall, at its

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	5.1.1 Schedule B	33044/31/2024-S&R(P&B) (Computer No. 245397) dt. 23.06.2025. The Concessionaire shall, at its own cost and The hardware and software used by the Concessionaire shall have features and specifications mentioned at Schedule D.	Concessionaire shall make every effort to implement. However, it is requested to allow supplementary usage of conventional machinery also, to maintain the project progress. Digital records in such cases shall also be maintained.	own cost and expense adopt Automated & Intelligent Machine aided Construction (AI-MC) for execution of the project in line with MoRTH circular No. RW/NH-33044/31/2024-S&R(P&B) (Computer No. 245397) dt. 23.06.2025.
30.	Clause 2.9, and clause 7 Schedule B	Grade Separated Structures Design of Structures	Authority is requested to please clarify the following points; 1. Whether the Contractor shall be permitted to modify the span arrangement, based on site-specific suitability, while maintaining the total bridge length as stipulated in Schedule B? 2. Whether the Contractor shall be allowed to change the type of superstructure, substructure including type of foundation in accordance with construction suitability w.r.t	As per Modified RFP, The Concessionaire shall Refer the Modified and Modified Schedule for better understanding.

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			site conditions considering the design requirement? Please clarify.	
31	"Clause 2.9.4 Schedule B"	"Small Vehicular Underpasses (SVUP)/ Utility Underpasses Design Chainage 147+537, 147+705, 153+872, 155+305 & 160+305"	Authority is requested to kindly provide General arrangement Drawing for better evaluation of the project.	The Concessionaire shall refer the Modified Drawing Volume.
32	Clause 2.9.4 Schedule	For Interchanges Design Chainage 0+275 Ramp-1 Deck width 2x12.5	There is mismatched deck width of structure as per uploaded document. 1. As per Clause 2.9.4 for Interchange 0+275 Ramp-1 deckwidth 2x12.5 mtr. whereas, as per General Arrangement Drawing (GAD) (Drg. No. NHIDCL/DPR/R/HSC/PKG4/TR P/GAD/06) Deck width 1x12.5 mtr. Authority is requested to kindly clarify the ambiguity and amend the document accordingly.	The bidders shall refer the Modified Schedules/P&P and Drawing Volume.

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
33	Clause 2.9.4 Schedule	For Interchanges Design Chainage 0+325 Ramp-1 Deck width 2x12.5	There is mismatched deck width of structure as per uploaded document. 1. As per Clause 2.9.4 fo Interchange 0+275 Ramp-1 deck width 2x12.5 mtr. whereas, as per General Arrangement Drawing (GAD) (Drg. No. NHIDCL/DPR/R/HSC/PKG4/TR P/GAD/07) Deck width 1x12.5 mtr. Authority is requested to kindly clarify the ambiguity and amend the document accordingly.	The bidders shall refer the Modified Schedules and Drawing Volume.
34.	Clause 7.3.2 Schedule B	Additional Bridges Main Carriageway Design Chainage 134+135 deck width 2x13.5+1x13	There is mismatched deck width of structure as per uploaded document. 1. As per clause 7.3.2 design chainage 134+135 deck width 2x13.5+1x13.0 mtr, whereas, as per General Arrangement Drawings (GAD) (Drg. No. NHIDCL/DPR/HSC/HSC/PKG4/ GAD/28) deck width 2x13.5. Authority is requested to kindly clarify the ambiguity and amend the document accordingly.	The bidder shall refer the Modified Drawings.
35	Clause 7.3.2 Schedule B	Additional Bridges Main Carriageway Design Chainage 135+150 deck width 2x15.10	Additional Bridges Main Carriageway Design Chainage 135+150 deck width 2x15.10	The bidders shall refer the Modified and Modified Schedules.

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
36	Clause 7.3.2 Schedule B	Additional Bridges Main Carriageway Design Chainage 139+595 deck width 1x15.10	Additional Bridges Main Carriageway Design Chainage 139+595 deck width 1x15.10	The bidders shall refer the Modified and Modified Schedules.
37	Clause 7.3.2 Schedule B	Additional Bridges Main Carriageway Design Chainage 140+760 deck width 1x13.50	There is mismatched deck width of structure as per uploaded document.1. As per clause 7.3.2 design chainage 140+760 deck width 2x13.50 mtr, whereas, as per General Arrangement Drawings (GAD) (Drg. No. NHIDCL/DPR/HSC/HSC/PKG4/GAD/31b) deck width 2x15.10. Authority is requested to kindly clarify the ambiguity and amend the document accordingly.	The bidders shall refer the Modified and Modified Schedules.

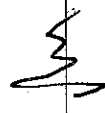


Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply								
38	7.3.2 of Schedule-B	7.3.2. Additional New Bridges: New bridge locations on the Project Highway shall be constructed in accordance with the drawings of the new bridges are attached in the drawings folder on LHS and 734m on RHS. Main Carriageway. <table><tr><td></td><td></td><td>1x15/10</td><td>New construction (LHS)</td></tr><tr><td>42</td><td>164+035 640 32 Stream</td><td>1x15/10</td><td>New construction (RHS)</td></tr></table>			1x15/10	New construction (LHS)	42	164+035 640 32 Stream	1x15/10	New construction (RHS)	7.3.2 of Schedule-B proposed length of bridge at the following locations is 640m. However, the proposed drawings of the Bridge are attached in the drawings folder on LHS and 734m on RHS. Authority is requested to kindly clarify the Ambiguity.	The bidders shall refer the Modified Schedules and Drawing Volume.
		1x15/10	New construction (LHS)									
42	164+035 640 32 Stream	1x15/10	New construction (RHS)									
39	General	General Arrangement Drawings (GADs)for the proposed structures.	The Bidder requests the Authority to kindly provide the General Arrangement Drawings (GADs)for a. The proposed viaduct structures at Ch-137+520, Ch-140+760, Ch-0+044(Ramp-2) and Ch-0+045(Loop). b. The proposed minor bridge on interchange ramp at Ch 0+220.	The bidder shall Refer the Modified Drawing Volume.								
40	Clause 2.10 and Annex-	Typical Cross Section (TCS) of the Project Highway	Authority is requested to kindly provide readable Typical Cross Section (TCS) figure for better evaluation of the project.	The Concessionaire shall Refer the and								

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
	II Schedule B	ANNEX – II (SCHEDULE – B) - TYPICAL CROSS SECTION		Modified Drawings of TCS
41	11.3.1 of Schedule-B	Ground Improvement Works (Mandatory) 3.1. The Contractor shall execute ground improvement works using prefabricated vertical drains (PVDs) in all designated soft soil stretches.	As per 11.3.1 of Schedule -B, the authority is requested kindly specify the locations for the applicable stretches where Ground Improvement works i.e. prefabricated vertical drains (PVDs) are required to be provided.	The bidders shall refer the Modified TCS and Drawing Volume.
42	Clause 11 Schedule B	Special Requirements Disposal of Debris.	Approximate quantity of 2468162 cum of muck/debris is anticipated to be generated from roadway cutting and excavation works. The Concessionaire/Contractor shall identify suitable muck disposal locations in consultation with the local village authorities, District Administration and Forest Department, as applicable. "All statutory approvals, permissions. and No• Objection Certificates (NOCs) required for muck disposal shall be obtained by the Concessionaire/Contractor at his own cost. in addition to the clearances stipulated under Schedule-E of the Contract."	As per Modified RFP. Cost of land required for muck disposal, if any, shall be borne by the concessionaire.
			We presume that the cost of land if	

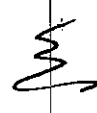
Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
			any for disposal of muck shall be borne by Authority.	
43	Clause 1, Annexure-I, Note (4) of Schedule C	All Toll Lanes to be equipped with Hybrid ETC equipment's as per NHAI/Policy Guidelines/ Management of Toll Plaza/2021 Policy Circular No. 17.5.82 dated 24th May, 2021.	The Bidder would like to draw the kind attention of the Authority to NHAI Policy Circular No. 17.5.93/2025 dated 26 November 2025 and seeks clarification on the following points: 1. Kindly clarify whether the aforementioned NHAI Policy Circular is applicable to the subject project being bid. As per Para 3.1(a) of the said circular, the Toll Collection ETC infrastructure and its Operation & Maintenance (O&M) shall not form part of the bidding documents of the highway construction contract with the Civil Contractor. 2. If the above-mentioned circular is applicable to this project, then Clause 1 of Annexure-I, Note (iv) of Schedule C may require suitable amendment. In view of the above, the Bidder requests the Authority to kindly review the applicability of the said circular vis-à-vis Clause 1, Annexure-I of Schedule C, and amend the Technical Schedule accordingly.	As per Modified RFP as this circular is not applicable in this project

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
44	Clause 2.1 Schedule B	Transition length	The Bidder would appreciate clarification and necessary amendments to ensure alignment of the bidding documents with the prevailing NHAI policy. Transition length provided for all Horizontal Curves are not satisfying as per rate of change of superelevation (1 in 150) criteria mentioned in IRC 73 – 2023. Kindly confirm the rate of change of superelevation for transition length calculation is inclusive on future widening width.	As per IRC:73–2023, Clause 6.4.5 read with Table 6.5, for mountainous terrain, the rate of change of superelevation shall be adopted as 1 in 60. Accordingly, the design of superelevation runoff and transition length for horizontal curves in mountainous terrain has been carried out by adopting a rate of change of superelevation equal to 1/60, in compliance with the provisions of IRC:73–2023.



Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply																														
45	Clause 2.1 Schedule B	Intermediate Sight distance (Desirable Minimum Sight Distance) shall be followed for design of all vertical curves including structures as well as highways.	The CA Profile is not satisfying intermediate sight distance (Desirable minimum Sight distance) for 80 kmph at substantial Hog/Sag vertical curves. Please provide profile in conformity to Intermediate Sight clause. <table border="1"> <thead> <tr> <th>PVI CH.</th><th>Curve Type</th><th>Design Speed (kmph)</th><th>K-value required for IRC</th><th>Kvalue provided in CA</th></tr> </thead> <tbody> <tr> <td>139+300</td><td>Sag</td><td>80</td><td>62.91</td><td>40.34</td></tr> <tr> <td>145+340</td><td>Sag</td><td>80</td><td>60.56</td><td>45.86</td></tr> <tr> <td>154+080</td><td>Sag</td><td>80</td><td>54.45</td><td>40.09</td></tr> <tr> <td>164+020</td><td>Hog</td><td>80</td><td>70.41</td><td>28.95</td></tr> <tr> <td>164+140</td><td>Hog</td><td>80</td><td>70.41</td><td>34.4</td></tr> </tbody> </table>	PVI CH.	Curve Type	Design Speed (kmph)	K-value required for IRC	Kvalue provided in CA	139+300	Sag	80	62.91	40.34	145+340	Sag	80	60.56	45.86	154+080	Sag	80	54.45	40.09	164+020	Hog	80	70.41	28.95	164+140	Hog	80	70.41	34.4	While Clause 2.1 of Schedule B distance at 80 kmph at substantial Hog/Sag vertical curves in conformity to Intermediate Sight Distance (ISD) as a general governing criterion, standard engineering practice and IRC:73-2023 (Clause 7.6.2) dictate that valley curves are uniquely governed by Headlight Sight Distance (HSD) and Rider Comfort. Technically, HSD is designed to provide visibility equivalent to Stopping Sight Distance (SSD), ensuring that the illuminated path at night is sufficient for safe braking. Designing for ISD on sag curves is geometrically redundant, as
PVI CH.	Curve Type	Design Speed (kmph)	K-value required for IRC	Kvalue provided in CA																														
139+300	Sag	80	62.91	40.34																														
145+340	Sag	80	60.56	45.86																														
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164+140	Hog	80	70.41	34.4																														

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
				visibility is limited by the physical reach of the headlight beam rather than road curvature. Consequently, the K-values provided in the DPR—based on HSD/SSD and comfort—strictly adhere to IRC mandates and ensure all safety requirements are met. For a design speed of 80 km/h, the IRC:73-2023 recommended minimum K-value is 32, derived from Headlight Sight Distance (HSD), which is functionally equivalent to Stopping Sight Distance (SSD) for valley curves. In our design, all valley curves

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
				satisfy this criterion, ensuring that night-time visibility is sufficient for a vehicle to stop safely within the illuminated area of the headlamps. Km 164+020 and Km 164+140 is the part of Trumpet interchange. At these location IRC 92-2017 shall be applicable.
46	Clause 2.1 Schedule B	Consecutive Hog/Sag Curves	Provision of broken back curve as per Clause 7.3 (c) of IRC 73 – 2023 has not been followed, kindly check and Clarify VIP at Chainage Km 143+190 – 143+450, Km 143+815 – 143+985, Km 153+530 – 153+695, Km 159+540 – 159+688. 	With reference to Clause 7.3(c) of IRC:73-2023, it is clarified that the vertical alignment has been finalized considering the governing site conditions in hilly terrain. Adoption of long continuous gradients would result in excessive cutting, high

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
				embankments, increased slope protection works, retaining structures and higher structure/pier heights, leading to adverse impacts on cost, constructability and environmental aspects. Accordingly, intermediate summit and/or valley curves have been provided based on site conditions to break long gradients and to optimize earthwork and structural requirements, while maintaining compliance with sight distance, safety and riding comfort requirements as per IRC:73-2023.

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
47	Clause 1.1.1 Schedule B	Earthen Shoulder width shall be 1.5 m on valley side.	As per MoRT&H Circular RW/NH-29023/02/2019-S&R(P&B) dated 1 Jan'2020, working width for MBCB (Conventional type) is 1.3 m for Hilly terrain and width of earthen shoulder is 1.5 m only as per Clause 1.1.1. of MODIFIED RFP Schedule B. In case of 1.5m earthen shoulder, the mandatory clear space 750-1000 mm from Bitumen edge (Fig 9.15, IRC:SP:84- 2019) is not available from the face of MBCB, as per shoulder width mentioned in CA. Accordingly, please clarify whether width of Earthen Shoulder at valley side shall be 2 m minimum.	The bidders shall refer the Modified and Modified Schedules.
48	Highway P&P	Missing Plan or Profile from Km 150+000 to 152+000	Kindly provide the missing MCW P&P from Km 150+000 to 152+000.	Please refer the Modified P&P
49	IC at Km 134+778	Incorrect FRLs for Ramp 1 & 2	Kindly note that FRLs of Ramp 1 & 2 at ramp chainage Km 0+080 needs to be flushed with MCW Outer edge levels at Km 134+500 (i.e. 26.500 m). Kindly modify IC P&P.	The Finished Road Levels (FRLs) of Ramp-1 and Ramp-2 at ramp chainage Km 0+080 are not required to be flushed with the

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
				Main Carriageway (MCW) outer edge levels at Km 134+500 (26.500 m) and Ramp outer edge levels at Km 134+500 (23.611 m), because the MCW gradient is ascending at 1.59% to match the level of the proposed structure at Ch. 134+778 (Vehicular Underpass), while Ramp-01 (LHS) gradient is descending at – 3.12%.
50.	Schedule – I Tests, S.No 2.8	Other Tests: The Independent Engineer may require the Concessionaire to carry out or cause to be carried additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.	The Authority shall clarify the meaning of the Other Tests; the details need to be mentioned specifically about the types of other tests possible as there is minimum but no limit for maximum.	As per Modified RFP

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
General				
51.	General	Soil Investigation Report of project corridor	Authority requested to kindly provide subgrade soil investigation reports of project corridors during feasibility study for better understanding of the project.	The geotechnical report is enclosed with the DPR for reference purpose only. The bidders are expected to carry out their own geotechnical investigation & assessment. The enclosed report is intended to provide a general understanding of the site conditions.
52.	General	KMZ File	Authority requested to kindly provide the KMZ File study for better evaluation of the project.	As per Modified RFP
53			Kindly provide the status of Wildlife clearance/ESZ.	1. ESZ Proposal Meghalaya Portion No- (WL/ML/ROAD/57 0944/2026) Pending at State Level Proposal 2. ESZ Proposal Assam Portion No- (WL/AS/ROAD/566 631/2026) already

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
54.	General	NHAI/Policy Miscellaneous/2025 NHAI Policy Circular No. 18.111./2025 dated 21 st October, 2025	The Bidder would like to draw the kind attention of the Authority to NHAI Policy Guidelines (Miscellaneous), 2025 – NHAI Policy Circular No. 18.111/2025 dated 21 October 2025, titled: “Guidelines to discontinue construction practices for gap slabs between abutments and RS walls; closing/back RS walls behind abutments; RS walls exceeding 10 m in height; RS wall panels in wing walls; and use of geo-composites behind RS walls, relating to construction of RS walls for flyovers / underpasses / ROBs / structures / viaducts.” In this regard, the Bidder seeks clarification on the following: 1. Kindly clarify whether the above-mentioned policy circular is applicable to the subject project being bid. 2. If the said circular is applicable to this project, it is submitted that the Technical Schedule is not fully aligned with the provisions of the above-mentioned circular, particularly Para 2(v) and other relevant	cleared by State level. The bidder shall refer the Modified and Modified Schedules.

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
			paragraphs. Accordingly, the Bidder requests the Authority to kindly review the Technical Schedule considering the said policy circular and make necessary amendments, to ensure consistency with the prevailing NHAI guidelines. The Bidder would appreciate suitable clarification and necessary revisions to avoid ambiguity during execution.	
55.	General		As on date various MORTH circulars are available allowing the Concessionaire to adopt value engineering in design, variety of pavement compositions for different pavement types of flexible, semi-rigid and rigid. Please confirm if the circulars can be referred to and adopted. 1. MoRTH circular RW/NH- 33044/29/2021-S&R(P&B) pt. (Computer No.-194425) dated 13.12.2024- Regarding implementation of MORTH issued policy circular in NH project. 2. MoRTH circular RW/NH- 34049/01/2020-S&R(P&B) pt. (Computer No.-207229) dated 20.09.2024- Regarding use of new material / technology. 3. MoRTH circular RW/NH- 34049/01/2020-S&R(P&B) pt.	As per MODIFIED RFP

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
			dated 30.08.2022- Regarding value engineering practices for design, construction & maintenance of NH projects.	
56.	General		In HAM Projects, Tolling is not in the scope of the Concessionaire and therefore, the Bidder understands that the day-to-day expenditure pertaining to Toll Plaza viz replacement/repair of Toll Plaza equipment during O&M period, Toll Plaza lighting (including that of Administrative Building etc.), Internet expenditure is included under scope of Toll fee Collecting agency, appointed by the Authority.	As per MODIFIED RFP
57.	General	Utility	As per Clause 2.6 of the MoRTH circular dated 11.02.2021 the scope of the works of the proposed utilities shall be added in Schedule B as per the utility shifting plan and drawings incorporating the details such as the length and category of lines, types of circuits, type and number of poles, size and type of the conductor/cable, the number and type of crossings and the capacity and the number of transformer etc. The Authority is requested to provide above details as per MoRTH circular to determine the actual Scope of Works.	The concessionaire shall relocate the existing utility as per the specifications of the utility owning the department as mentioned in Schedule B. Further, the utility relocation plan shall be prepared by the concessionaire at

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
				the time of execution in consultation with the concerned utility owning department. The details of existing utility at site to be shifted is mentioned in Schedule A.
58.	General	Geotechnical investigation report	Request the Authority, kindly provide the Geotechnical investigation report for all structures.	The geotechnical report is enclosed with the DPR for reference purpose only. The bidders are expected to carry out their own geotechnical investigation & assessment. The enclosed report is intended to provide a general understanding of the site conditions.
59.	General	Hydrology Report	Request the Authority, kindly provide the Hydrology Report.	The bidders are expected to carry

Sl. No.	Clause No.	Existing Clause/ Description	Pre-bid Query	Reply
				out their own Hydraulic Survey assessment using Topo Sheets & Satellite imagery data. The Hydrology report is enclosed with the DPR for reference purpose only. The enclosed report is intended to provide a general understanding of the site conditions.



(Mohammed Tajuddin)

15.06.2026