

NHIDCL/Assam/NH-37/S-J/Pkg-II-Part(1)/245930

Dated: 10.03.2025

To,

All prospective bidders,

Subject: 4 Laning of Silchar (near Budha Nagar) at Existing Km 233+000 (D. Ch.24+560) to Jiribam at Existing km 212+060 (D. Ch. 37+650) of NH-37 (Length:13.09 km) in the State of Assam and Manipur under NH(O)-NE on Hybrid Annuity Mode (HAM) (Pkg-2)- Reply to Pre-bid queries- reg.

The reply of NHIDCL towards the pre-bid queries received are as under:

Sr No	Reference	Present clause/ description	Queries	Draft reply proposed
1	Hydraulic data , Schedule-B	Hydraulic data & Geotechnical report for structure is not available	Please provide hydraulic data and Geotechnical report for structures	Please refer Corrigendum-I.
2	GAD, Schedule-B	GAD for structure is not available	Please provide GAD file for structure	Please refer Corrigendum-I.
3	Geo-technical report Schedule-B	Geo-technical for structure is missing	Please provide Geo-technical report for structure	Please refer Corrigendum-I.
4	Construction period; DCA (Cl. 12.3.1)	Construction period mentioned in DCA is 1095 days where as clause 12.3 says 730 days	please confirm the construction period	Inadvertently, 730 days has been written, this may be read as 1095 days.
5	Electrical Utility Schedule-A	there are several EHT tower beside alignment but the same not found in Scope		All the EHT/HT lines/towers up to 132KV, required to be shifted, are under the scope of the project/Concessionaire. For further clarifications, please read the relevant clause.
6	Forest Clearance Schedule-A	Forest Clearance required for 30.081 ha	kindly update status for forest clearance	Under approval likely by 30.04.2024 (Stage-I Clearance).
7	Pavement thickness; Technical Schedule (Schedule-B)	Minimum pavement thickness criterion defined with MCW design MSA as 40 and SR design MSA as 20	Please refer MoRTH circular dt 20-09-24 pavement composition and minimum layer thickness will not be specified for any tender for which bid due date will be after 01-11-24.	Provisions remain unchanged.
8	Schedule B1-Tunnel		The percentage of the rock class of the tunnels is missing in the schedule B, Please provide the rock class percentages of tunnel as per the standard practice of the highway tunnels EPC Contract technical schedule to form a Geological Baseline Report (GBR). The reference documents of recently published NIT of one highway tunnel project of NHAI enclosed as the annexure - A.	Please refer modified Schedule-B-I, as per Corrigendum-II.
9	DPR		Detail Project Report alongwith cost estimate	Cost abstract already attached with Executive Summary.
10			KMZ file for proper survey of alignment	Alignment has already been attached in Plan & Profile and Schedules.
11			Plan & Profile	Plan & Profile has already been uploaded.
12			Soil Investigation Report	Please refer Corrigendum-I
13	GAD ROB		This has reference to above mentioned tender. It is found that in the ROB drawing uploaded on 28.02.2025 is not legible	Approved Copy of GAD ROB has been uploaded with Corrigendum-II.
14	Clause 3 Schedule A	The present carriageway of the Project Highway (NH-37) is 7.0 m wide. The type of existing pavement is flexible.	Authority is requested to kindly provide chainage wise details for existing crust thickness and present condition of	As per Clause 2.5 of RFP, Bidders are advised to visit the site and familiarize themselves with the Project's existing road

P-1/10

		<p>The details are given below.</p> <table><tr><th>SL No.</th><th colspan="2">Existing Chainage (km)</th><th>Length (m)</th><th>Carriageway Width (m)</th><th>Remarks</th></tr><tr><td></td><td>From</td><td>To</td><td></td><td></td><td></td></tr><tr><td>1</td><td>233+000</td><td>212+700</td><td>20300</td><td>NA</td><td>Project road follows Green Field Alignment</td></tr><tr><td>2</td><td>212+000</td><td>212+000</td><td>545</td><td>7</td><td>Longanagorip & Mukasidul n Manipur State</td></tr></table>	SL No.	Existing Chainage (km)		Length (m)	Carriageway Width (m)	Remarks		From	To				1	233+000	212+700	20300	NA	Project road follows Green Field Alignment	2	212+000	212+000	545	7	Longanagorip & Mukasidul n Manipur State	carriageway details for better understanding the project.	configuration etc, whatsoever.
SL No.	Existing Chainage (km)		Length (m)	Carriageway Width (m)	Remarks																							
	From	To																										
1	233+000	212+700	20300	NA	Project road follows Green Field Alignment																							
2	212+000	212+000	545	7	Longanagorip & Mukasidul n Manipur State																							
15	Annex-II Schedule A	<p>The dates on which the Authority shall provide Right of Way to the Contractor on different stretches of the Site are stated below:</p>	Authority is requested to kindly provide present status of land acquisition.	<table><tr><th>Sr. No</th><th>Description</th><th>Present Status</th></tr><tr><td>1</td><td>Total land Required</td><td>93.134 Ha</td></tr><tr><td>2</td><td>Total available land</td><td>1.638 Ha (EROW)</td></tr><tr><td>3</td><td>Total land to be acquired</td><td>91.496 Ha [Pvt Land = 61.415 Ha, Forest Land = 30.081 Ha]</td></tr><tr><td>4</td><td>3A Status</td><td>56.242 Ha, 3A gazette notified.</td></tr><tr><td>5</td><td>3D Status</td><td>Under process</td></tr><tr><td>6</td><td>3G Status</td><td>-</td></tr></table>	Sr. No	Description	Present Status	1	Total land Required	93.134 Ha	2	Total available land	1.638 Ha (EROW)	3	Total land to be acquired	91.496 Ha [Pvt Land = 61.415 Ha, Forest Land = 30.081 Ha]	4	3A Status	56.242 Ha, 3A gazette notified.	5	3D Status	Under process	6	3G Status	-			
Sr. No	Description	Present Status																										
1	Total land Required	93.134 Ha																										
2	Total available land	1.638 Ha (EROW)																										
3	Total land to be acquired	91.496 Ha [Pvt Land = 61.415 Ha, Forest Land = 30.081 Ha]																										
4	3A Status	56.242 Ha, 3A gazette notified.																										
5	3D Status	Under process																										
6	3G Status	-																										
16	Annex-III Schedule A, Clause 1 Schedule B and Clause 4 Schedule B	<p>Alignment Plans</p> <p>The alignment of the Project Highway is enclosed in the alignment plan. The finished road level indicated in the alignment plan shall be treated as minimum with reference to OGL. The contractor shall design the road profile of the project highway in accordance with Schedule-D.</p> <p>Development of the project Highway</p> <p>The Project Highway shall generally follow the horizontal alignment shown in the plan specified in Annex - III of Schedule-A, unless otherwise specified by the Authority. Notwithstanding anything to the contrary contained in this Agreement or IRC: SP: 84 the proposed plan & profile, locations of different structures/drainage/service & slip road/RE walls, chainages of different structures/drainage/service & slip road/RE walls, length of different structures/drainage/service & slip road/RE walls etc. of the project highway as indicated in the Schedule A, Schedule B, Schedule C and their Annexes shall be treated as minimum requirement. Based on site/design requirement, the Concessionaire shall finalize their Detailed Designs (Development Stage) including plan & profile of the project highway and submit the same to Authority & its Engineer for its Consent/Approval and Safety Audit by Safety Auditor, before the start of the execution of project. The designs so approved shall not be in contradiction with the scope of project. For avoidance of doubt, the provisions mentioned in schedule B & C cannot be changed, only the design of the components is to be submitted for consent/ approval.</p> <p>Road embankment & Cut Section Construction of road embankment/cuttings shall conform to the Specifications and Standards given in section 4 of the manual. Notwithstanding anything to the contrary contained in this Agreement or Manual, the proposed profile of the project highway as indicated in the Annex-III of Schedule A shall be treated as minimum requirement. Based on site/design requirement, the Concessionaire / Contractor shall design the alignment plans and profiles of the project highway</p>	<p>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:</p> <p>(i) If the datum in the DPR Plan & Profile is not connected to the Survey of India's benchmark, how should it be matched?</p> <p>(ii) 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?</p> <p>(iii) Is the Concessionaire granted the liberty to adjust the FRL 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?</p> <p>(iv) 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 6-lane manual IRC: SP:87-2019 and by the Authority in NHA's policy circular dated 30.10.2023.</p> <p>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, 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.</p> <p>If authority reply is as per RFP then we shall presume that Concessionaire is free to design as per tech specification and Schedule D.</p>	<p>(i) & (ii) The datum in the DPR Plan & Profile is connected to the Survey of India's GTS benchmark located at "Executive Engineer Water Resources E&D office, Tarpur, Silchar, Assam" has been used in carrying out the levelling work along the project road. The concessionaire is suggested to match their topographic survey datum with the benchmark pillars established at the project site during the DPR stage. However, in the case if the datum is not matched by the concessionaire, the difference between FRL and OGL of the DPR plan & profile shall be compared with the plan & profile submitted by the concessionaire for the said purpose. Moreover, ROW pillars are also established at site in line with co-ordinate system.</p> <p>In case there is a shift in the centerline due to RoW constraints or longitudinal chainage difference, a chainage comparison may be submitted by the concessionaire to the I.E., specifying the reason for the difference. This chainage comparison after approval from the I.E. may be used for the comparison of FRL.</p> <p>(iii) Yes, but, the FRL in no case, shall be lower to the FRLs provided in Plan & Profile. Also, the design shall conform with technical specifications & standards. The finished road level indicated in the alignment plan shall be followed by the concessionaire as minimum FRL. In any case, the finished road level of the project highway / structure shall not be less than those indicated in the alignment plan. However, the concessionaire shall improve/upgrade the road profile as indicated in Alignment plan under Annex-III based on site/design requirement."</p> <p>(iv) Both the conditions of minimum FRL as well as the Subgrade level w.r.t. HFL/existing ground level have to be complied as stipulated in the IRC:SP:84-2019.</p> <p>(v) The minimum provisions stipulated in RFP remain unchanged.</p>																								

		based on site/design requirement mentioned in Schedule B with approval from the Independent Engineer/Authority Engineer within the available Right of Way. However, it is clarified that bottom of subgrade level shall be at-least 1500 mm above HFL/Existing ground level for a Greenfield/ bypass stretch. The side slopes shall not be steeper than 2H: 1V. In case, there is a ROW constraint than, suitable soil retaining structures shall be provided. (Clause No. 4.2 IRC: SP:84-2019)		
17	Annex-III Schedule A	Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed, which is minimum requirement. The Concessionaire, however, improve/upgrade upon the traffic signage plan as indicated in Annexure-III based on site/design requirement as per IRC:67.	Authority requested to kindly provide Traffic Signage plan for better understanding the project.	Please refer Corrigendum-II. However, these provisions are minimal, the actuals may be as per provisions of IRC Manual.
18	Annex-III Schedule A	Utility relocation plan: The details of existing utilities to be shifted are indicated in utility relocation plan enclosed.	Authority requested to kindly provide Utility relocation plan for better understanding the project.	Utility relocation plan is attached under Corrigendum-II. However, the actual estimate and details has to be obtained by the Concessionaire from the Utility Owning Department as stipulated in the RFP.
19	Annex-IV Schedule A	Environment and Forest Clearances As per MOEF notification F. No. 21-270/2008-1A.III (dated 22 August 2013), Environmental Clearance is not required, however, Forest Clearance is required for 30.081 ha.	Authority requested to kindly provide Environment Clearance status for better understanding the project.	Environment Clearance not required.
20	Clause 1.2.4 Schedule B	A suitable anti-glare measures shall be proposed at per site requirement in consultation with IE. (Clause No. 2.5.6 & 2. 5. 7 IRC: SP: 84-2019)	The appended clause 2.5.7 does not exist in IRC: SP:84-2019. So, Authority is requested to kindly clarify the ambiguity and amend clauses accordingly.	Clause 2.5.6 of IRC:SP:84-2019 may be referred.
21	Clause 2.8.2 Schedule B	Service Road	Service road drawings are not included in Tender Drawings; Please provide.	Please refer Plan & Profile.
22	Clause 5.2	It is mentioned that the flexible pavement shall designed for design traffic of 40 MSA for minimum 6% CBR	As per Clause 5.3.2, the design CBR provided as 8%; while clause 5.2 specify 6% CBR. Kindly clarify the minimum design CBR.	Please refer modified Schedule-B. Also, the maximum effective CBR of 6% (subgrade) be considered for design.
23	Clause 5.2.2	It is mentioned that the pavement for Service road / slip roads shall be designed for projected traffic 20 MSA subject to minimum as follows: i. Service Roads in built-up areas 20 MSA- Not Applicable ii. Slip Roads for minimum 20 MSA iii. Service Road for minimum 10 MSA	The stated clause is inherently contradictory. It is mentioned in first line that the service road shall be designed for 20 MSA traffic while in its sub-point (iii), it is mentioned that service road shall be designed for 10 MSA traffic. Also, no detail for design traffic for cross road is mentioned, whereas crust composition is defined for cross roads also in clause 5.3.4. Kindly clarify.	Please refer Clause 5.2.2 & 5.3.4 of Schedule-B, wherein, Slip Roads are to be designed for minimum 20MSA and Service Road/Connecting Roads for minimum 10 MSA. Provisions remain unchanged.
24	Clause 5.3.1	Note: Geogrid (biaxial) as an additional layer shall be provided at original ground level after C&G in view of ground improvement due to waterlogged / low line area accorded at site.	It is mentioned that for ground improvement due to water logging / low line area, geogrid (biaxial) shall be provided. It is pertinent to mention that as per IRC SP 59-2019, the function of geogrid is to improve that bearing capacity of soil only	Provisions remain unchanged.

			not to work as drainage layer. The function of geogrid for water logging is not understood. Kindly clarify.	
25	Clause 5.3.1 & 5.3.2	Note: Geogrid (biaxial) as an additional layer shall be provided at original ground level after C&G in view of ground improvement due to waterlogged / low line area accorded at site.	The requirement of ground improvement is mentioned in clause 5.3.1 i.e., in case of the reinforced conventional flexible pavement option not in clause 5.3.2 i.e., with the semi-rigid type (CTB-CTSB) option. It means there is no requirement of ground improvement (for water logging / low line areas) if the semi-rigid (CTB-CTSB) type pavement option is used. Kindly clarify.	In all cases, a layer of Geogrids has to be provided above the OGL (post C&G).
26	Clause 5.3.4	Pavement Crust for Crossroads / service roads / slip roads BC- 40mm DBM- 70 for SR / CR & 95 for Slip Road WMM- 250mm GSB- 200 mm Subgrade- 500mm	As per clause 5.2.2, it is mentioned that the service / slip road shall be designed for 20 MSA design traffic, while here different pavement thickness has been provided for service and slip road, which is not understood. Kindly confirm the design traffic for service /cross and slip roads as different compositions have been suggested. Kindly clarify.	The crust composition/ thickness of crust layers are minimum as provided in the Clause. The design criteria are also the bare minimum requirements. The Concessionaire has to make its own traffic assessment for the entire design period and design the pavement accordingly.
27	Clause 7.4.2 Schedule B	ROB Design Chainage 26+279	Authority requested to kindly provide approved General Arrangement Drawing for better understating the project.	Copy of approved ROB GAD is uploaded as per Corrigendum-II.
28	Clause 16 of Schedule B of RFP	Typical Cross Section	In TCS 1,2,3,7 & 8, it is shown to provide 150mm thick sand blanket layer below subgrade layer along with geogrid layer above OGL. The function of this sand blanket layer is understood and also it is nowhere mentioned in Schedule B. The TCS should be updated according to the provisions of Schedule B and the sand blanket layer need to be removed. Kindly amend.	Please refer modified Schedule.
29	Clause 16 of Schedule B of RFP	Typical Cross Section	In TCS 1,2,3,4,5,6,7 and 8, it is shown to provide Geogrid layer on top of 1st WMM layer. This is applicable only if the pavement section with reinforced WMM is adopted, while Clause 5.3 other pavement alternatives are also provided (i.e., semi-rigid CTB-CTSB type). It is requested to kindly synchronize the TCS in line with the pavement alternatives as per clause 5.3 of schedule B (i.e., geogrid layer shall be removed from WMM in TCS). Requested to amend.	Please refer modified Schedule.
30	Clause 11 of Schedule B of RFP	It is mentioned that IRC SP 48-1998, IRC 56-2011 are to be referred for slope stability, erosion control and landslide correction.	It is to be noted that the IRC SP 48 has already revised in 2023. And there are other latest IRC codal provisions apart from IRC SP 48 & IRC 56 available. Also, MoRTH has recently released various circulars and guidelines for slope protection, erosion control and landslide correction based on latest proven international & national practices. The clause needs to be amended accordingly and necessary designs for special requirement controls (slope protection, erosion control and landslide correction) may require updation with the latest IRC codal provisions.	IRC:SP:48-1998 shall be read as IRC:SP:48-2023. Other provisions mentioned in the Clause remain unchanged.

31	Clause 11.1 of Schedule B of RFP	Embankment and Cut Slope Protection Works A, b, c & d	Since the codal provisions as prescribed are already revised, the design may also update accordingly. Kindly confirm, the stated quantities for cut slope protection measures are in line with the latest codal provisions.	The design for embankment & cut slope protection works etc. has to be carried out based on IRC:SP:48-2023 & IRC 56-2011.
32	Technical Schedule-B1	Carriageway- Tunnel	As per Cross sectional element of tunnel, 7.0m traffic lane, 0.5m+0.5m Edge Strip, 1.5m + 0.5m footpath considered in given TCS of tunnel with no Paved shoulder and crash barrier. please confirm.	Please refer TCS/drawings of Tunnel.
33	Vol-III Project Dwgs	TCS- Cross passage	As per Cross sectional element of cross passage, 5.0m traffic lane, 0.77m+0.77m footpath considered in given TCS of cross passage. However in Technical Schedule B-1 Tunnel Carriageway, the cross section element showing 5.0m traffic lane, 0.5m+0.5m footpath. Please confirm which cross sectional element of cross passage to be considered by bidder.	Modified Schedule-B1 will prevail.
34	Technical Schedule-B1	C) Fire Fighting system, ii) Water Mist System	As per IRC SP-99, Fig 7.5 Classification of Tunnel, the tunnel fall in class -C (500-1000m), and water Sprinkler system/ Water Mist system not required in class-C tunnel. Therefore Bidder understand that Water Mist System/ Water Sprinkler system not required for the tunnel. Please confirm.	Modified Schedule-B1 will prevail.
35	7.4, Support class Details of Tunnel	Geotechnical Interpretive Report (GIR) Table 11 & Table 12	Bidder understand that given GIR is baseline report and percentages of rock class shown for LHS and RHS in given table 11 & 12 is baseline data to prepare the bid and any changes in baseline data shall be considered as variation.	The design is Concessionaire's responsibility. No COS would be entertained on this account.
36	Vol-III Project Dwgs	Standard Monitoring Details	Please provide the summary of the specifications of tunnel monitoring instruments.	As per IRC:SP:91 and Schedule-B1.
37	4.1.2 (d)	Procured approval of the General Arrangement Drawings for the road over bridges/under bridges at level crossings on the Project.	The Bidder understands that the approval of GAD for road over bridges/under bridges at level crossings is a prerequisite for the execution of the Project. In the event of any delay in obtaining such approvals from the concerned authorities, including but not limited to the consent department/local authority, due to reasons not attributable to the Concessionaire, such delays shall not be considered a default or breach on the part of the Concessionaire. Consequently, the Concessionaire shall be entitled to a commensurate extension of time for project completion and relief from any penalties, liquidated damages, or other adverse financial implications arising from such delays. Kindly confirm.	GAD of ROB already approved and attached with Corrigendum-II.
38	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 Concessionaire, (the Consortium Members and their) Associates or any person claiming through or under any of them.	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 work and dealt under Change of Scope under Article 16.	Provisions remain unchanged.
39	9.1.1	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	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	Provisions remain unchanged.

		<p>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), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee (including E-Bank Guarantee) from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)2 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.</p>	<p>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, or additional bank/insurance charges, shall be fully reimbursed by the Authority.</p>	
40	9.3	<p>Release of Performance Security The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be 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.</p>	<p>The Bidder understands that the Performance Security shall be released upon the Concessionaire expending an aggregate 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 specify the timeline within which the Performance Security shall be released upon submission of a formal request by the Concessionaire</p>	Provisions remain unchanged.
41	Clause 10.3.4, Procurement of the Site	<p>The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date,</p>	<p>(a) The bidder understand that for issuance of provisional certificate, the works for the Row granted within 180 days shall be only be consider and the scope for remaining stretch shall be removed/descope.</p> <p>(b) We understand that all provisions with respect to Payment Milestone, payment of Annuity, Bonus and other due payments shall remain unaffected and shall be paid in full, in case of conditions clarified in (a) above.</p> <p>(c) 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.</p> <p>(d)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 provided in a fragmented or piecemeal manner</p>	Provisions remain unchanged.

			and that any delay in the handover of a continuous stretch of RoW.	
42	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 RFP.
43	14.3.2	The Parties hereto expressly agree that a 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 183 days from the Appointed Date. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Project shall be construed accordingly.	The bidder request the Authority to clarify, the Clause 14.3.2 Stating that Provisional Certificate can be issued if the Concessionaire has completed construction of 100% (Hundred per cent) of the Site made available to the Concessionaire up to 183 days from the Appointed Date, which contradicts with Clause Clause 10.3.5 which states that the Construction on all land granted within 146 days from AD shall be completed on or before SCD. The bidder request to modify the Clauses.	Please refer Corrigendum-II. Both the referred clauses provide 219 th days in place of 146 th & 183 rd days stipulated earlier.
44	Clause 16.2.2 (b), Procedure for Change of Scope	(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 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.	a) The Bidder requests to provide the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates.	Schedule of Rates (SOR) [effective on bid due date] may be obtained by the bidders directly.
45	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 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.	Kindly clarify the timelines on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice.	Please refer relevant clauses.
46	Article 16 – Change of Scope		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 works, the O&M charges for the same shall be separately payable to the	As per provisions of RFP.

			Concessionaire.	
47	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 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.	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/ affected as a sole remedy against breach/ default in relation to maintenance obligations of the Concessionaire.	Provisions remain unchanged.
48	Clause 23.7.1 a, b, c, d		<p>1. Kindly clarify whether the Bid Project Cost specified in Clause 23.1 of Concession Agreement (CA) shall be revised 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.</p> <p>2. 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</p> <p>3. 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?</p> <p>4. 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.</p>	Please refer the relevant clauses.
49	Clause- 23.7.2	Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes (except GST, which shall be payable at applicable rates). 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 in Scope, but shall not include any price adjustments in pursuance of variation of Price Index.	The bidder understand that the amount payable shall be adjusted on account of variation of price index.	Please refer the relevant clauses.

50	Clause 38.1.3, Dispute Resolution Board	Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Dispute Resolution Board ("DRB") in accordance with the procedure set forth in Schedule-S to the Concession Agreement...	It is understood that the Bidder will have the flexibility in appointment of respective DRB members, no restriction should be there to select from the list of empaneled persons by NHAI.	Please refer the relevant clauses.
51	Clause- 38.3.1, Arbitration	Any Dispute which is not resolved amicably by conciliation as provided in Clause 38.2 shall be finally settled by arbitration as set forth below: i) The Dispute shall be finally referred to Society for Affordable Resolution of Disputes (hereinafter called as SAROD), a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013 duly represented by Authority and National Highways Builders Federation (NHBF). The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India	As per Arbitration and Conciliation Act, Arbitrator should be independent or impartial. But SAROD is not an independent body, it is a part of NHAI/controlled by NHAI. It conducts Arbitrations for disputes related to only NHAI. All controlling members of SAROD including secretary are appointed from NHAI. Therefore, independence and impartiality of SAROD is under question, and same goes for the Arbitrators appointed from panel of SAROD. It is therefore suggested that SAROD rules not to be applied on the Concession Agreement for Arbitration and Arbitration be carried out on Ad-hoc basis, thus amending the Arbitration Agreement between the parties	Please refer the relevant clauses.
52	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.	Provisions remain unchanged.
53	General	-	Can the Concessionaire have freedom to adopt the MoRTH Circular RW/NH-34049/01/2020-S&R(P&B) pt. (Computer no.-207229) dated 20.09.2024 Regarding Use of New / Alternate Technology. The Authority is kindly requested to clarify.	The conditions stipulated in RFP remain unchanged.
54	General		Please provide details of site approach road and accessibility available to Tunnel Entry & Exit Portal location.	It is apprised that the Concessionaire may reach to the both side Portals of Tunnel from the existing NH-37. The bidders need to assess suitable approach road and accessibility to Tunnel entry and exit point on their own.
55	General		Please confirm location of Tunnel Muck Dumping zone and lead from Tunnel Portal.	The prospective locations can be finalized based on availability of suitable land nearby the Tunnel locations in consultation with local administration and the PMU. No separate payment would be made for muck disposal.
56	General		Please provide the Project Infra plan showing location/ land for contractor colony area, Plant Area and quarry area	The bidders are required to carry out their own assessment.
57	General		Please confirm suitability of Tunnel excavated rock muck to use for aggregate processing purpose.	The bidders are required to carry out their own assessment.
58	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	The Concessionaire will be responsible for maintenance of all such infrastructure till Concession period at their own cost.

			Administrative Building etc.), Internet expenditure is included under scope of Toll fee Collecting agency, appointed by the Authority.	
59	2.2.2 (AA)/2.2.2 (AAA)	<p>The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro Rail/Irrigation/hydro-Electric Projects etc.) having at least 50% of the cross-sectional area of the tunnel be constructed i.e. 62.03 sqm or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel (i.e. 0.770 km) to be constructed in this project i.e. 154 mtrs. or 2 km, whichever is less and the cost of such project shall be at least 20% of the Estimated Projects Cost or Rs. 1000 Cr, whichever is less. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost or Rs.1000 Cr., whichever is less.</p>	<p>The Project Cost of Rs. 733.04 Cr. Includes the cost of Highway, Bridges Culverts, Underpasses & Tunnel. Therefore, the part of Tunnel cost is very small & accordingly the required project size for qualification as sole Bidder for Project size should be 20% of Tunnel the Construction instead of cost of Project.</p>	<p>Clause 2.2.2 (AAA) is replaced by Clause 2.2.2 (AA), For normal Highway - projects (including Major Bridges/ ROB/ Flyovers/ Tunnels): which is as under:</p> <p><i>"Provided that at least one similar work of 20% of Estimated Project Cost (i.e., Rs. 748.78 Cr.) is Rs. 148.56 Cr., shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 3.4.1. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.</i></p> <p><i>If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridges/RoBs/Flyovers/Tunnel in the last 10 (Ten) financial years preceding the Bid Due date i.e. shall have completed construction of atleast one Tunnel consisting of Single or Twin Tubes (including Tunnel(s) for Road/Railway/Metro/Irrigation/Hydro-electric projects etc.) having atleast:</i></p> <p><i>(b) As length of Tunnel is more than 200m; 50% of the cross sectional area of proposed Tunnel or two lane highway Tunnel cross-sectional area, whichever is less and 20% length of the Tunnel to be constructed in this project or 2km, whichever is less."</i></p>

(N.K. Jain)
DGM(T)/Assam-III Div.

P-10/10