

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

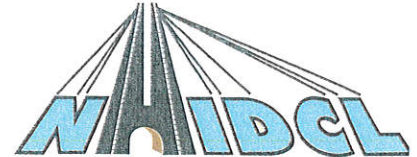
National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

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BHARATMALA  
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION  
CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

NHIDCL/Assam/NH-17/Bil-Ghy/Pkg-10/2023/218667/ 2191

Date:10.03.2023

REPLY TO PRE-BID QUERY

To,

All the prospective Bidders

Sub: Widening/Improvement to 4 (Four) Lane with Paved Shoulder from Ch. 177.372km to Ch.203.783 km (Design Ch.173.434km to Ch.200.750km) for Package-10 of Bilasipura- Guwahati road (NH 17) (Section: Milmila R.F(before Chayagaon Market) to Approach of Airport Junction (VIP Chowk)) in the state of Assam on EPC mode. Replies of Pre Bid Query - Reg.

Tender ID: 2023\_NHIDC\_737929\_1

Sr. no.	GR INFRAPROJECTS Queries			NHIDCL Reply
1	Clause - 6.1 (iii), Disclaimer	The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1 (i) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date.	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 6.1 (i), 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 13.	Contractor to carefully examine the project carry out due diligence and access the nature and extent of risk & hazards and bid for the project accordingly
2	Clause - 8.2 (i) Procurement of the Site	"The Authority Representative, the Contractor and Authority's Engineer shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including	Memorandum shall be jointly prepared by Authority Representative, the Contractor and Authority's Engineer (AE). So, in case AE is not appointed within the timeframe i.e. 10 days from signing of the	As per DCA

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		the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site..."	agreement, how this activity shall be accomplished?	
3	Clause – 8.2 (ii) Procurement of the Site	"...If the contractor fails to join for site inspection or disputes the parts of the site available for work, the Authority's Engineer shall decide the parts of the site where work can be executed and notify to both the parties within 3 days of the proposed date of inspection. The parties agree that such notification of the Authority's Engineer as mentioned hereinabove shall be final and binding on the parties."	During preparation of memorandum by Authority representative and AE, if any dispute on hindered / encumbered ROW is raised by Contractor, how the concern of the Contractor will be addressed as the said provision is against the spirit of the Contract and good industry practice.	DCA Cl. 8.2 for procurement of the site to be followed.
4	Clause – 9.2, Shifting of obstructing utilities	...The supervision charges only shall be paid by the Authority to the Utility Owning Entity. In the event of any delay in shifting thereof, the Contractor shall be responsible for failure to perform any of its obligations here under if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.	The Bidder understands that in the event of any delay in approval for Shifting of Utilities or the estimates by the Authority, the Contractor shall not be responsible for such failure and Extension of Time shall be granted for such failure of the Authority.	DCA, Cl. 9.2 to be referred for shifting of Utilities.
5	Clause - 12.2, Completion Certificate	(i) Upon completion of all Works forming part of the Project Highway, and the Authority's Engineer determining the Tests to be successful and after the receipt of notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment	It invariably happens that some part of Project remains incomplete for reasons not attributable to the Contractor. In such cases, it is understood by the Bidder that if land / ROW, as stipulated in the Agreement, is not made available to the Contractor,	Handing over of ROW shall be ensured however, decision for withdrawal/ de-linking of the project shall depend upon availability of the ROW on case to case basis.

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		<p>receipts in respect of the insurance defined in Article 20 and Schedule P of this Agreement, it shall, at the request of the Contractor forthwith issue to the Contractor and the Authority a certificate substantially in the form set forth in Schedule-L (the "Completion Certificate").</p> <p>(ii) Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.</p> <p>(iii) Without prejudice to the obligations of the Contractor specified in Articles 14 and 17, the property and ownership of all the completed Works forming part of the Project Highway shall vest in the Authority.</p>	<p>such works should be removed from the Scope of the Contractor and will have no impact on the issuance of Completion Certificate.</p>	
6	Clause-13.2(ii) Procedure for Change of Scope	<p>If the Contractor determines, not later than 90 days from the Appointed Date, that a Change of Scope to the Works is required, it shall prepare a proposal with relevant details as per Clause 13.2 (iii) at its own cost and shall submit to the Authority to consider such</p>	<p>The bidder understands that in the cases that arise due to other factors such as encountering new utilities, ancillary works, public demands etc. during course of execution of Project beyond 90 days of Appointed Date, the change</p>	<p>DCA Cl. for COS may be followed.</p>

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		Change of Scope (the "Change of Scope Request").	of Scope request shall be accepted by the Authority and dealt under Article 13 only.  Further, it is requested to kindly clarify the applicability of NHAI Policy Circular no.8.3.41/2021 dated 24 <sup>th</sup> Aug.'2021.	
7	Clause - 13.2 (iv) Procedure for Change of Scope	The parties agree that costs and time for implementation of the proposed Change of Scope shall be determined as per the following:  (a) For works where Schedule of Rates (SOR) of concerned circle of State's Public Works Department are applicable at the Base Date are available, the same shall be applicable for determination of costs. In case of non-availability of Schedule of Rates at the Base Date, the available Schedule of Rates shall be applied by updating the same based on WPI. In case the Contract Price is lower/ higher than the Estimated Project Cost as per RFP, then the SOR rates shall be reduced/ increased in the same proportion accordingly.	The Bidder understands that for working out COS cost estimates, the SOR of current year should be adopted or SOR rate be escalated based on WPI. Please confirm.	As per SOR applicable in the state
8	13.2 (v) Change of Scope order	Upon consideration of the detailed proposal submitted by the Contractor under the Clause 13.2 (iii), the Authority, within 15 (fifteen) days of receipt of such proposal, may in its sole discretion either accept such Change of Scope with modifications, if any, and initiate proceedings thereof in	Kindly clarify the timelines on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice?	DCA Cl. for COS may be followed

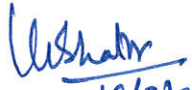
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		accordance with this Article 13 or reject the proposal and inform the Contractor of its decision and shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof.		
9	Clause - 14.1, Maintenance	Maintenance obligations of the Contractor	It is understood that during Maintenance period Authority is responsible for providing and bearing Electrical charges, whatsoever, for the project facilities.	Refer DCA, Cl. 14.1 (ii)
10	Clause - 19.17, Change in law	(i) "If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Engineer of such additional cost due to Change in Law". (iii) "The Authority's Engineer shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law".	If the Authority, within 15 days from the date of receipt of the notice from the Contractor, does not determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law then what remedy the Contractor will have and how the concern of the Contractor will be addressed with respect to the determination of Change in Law.	As per DCA, Cl. 19.17 and extend guidelines issued by the Authority.
11	General		Authority is requested to provide the Chainage wise Land Acquisition status of Proposed ROW (PROW).	ROW shall be handed over for the project based on the Land Acquisition Plan done by the Authority.

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12	General	Technical Schedules and Non-Technical Schedules	Technical Schedules and Non-Technical Schedules are not available in the documents, so Authority is requested to please provide the same and give bidders option to give additional queries after uploading the technical schedules, non-technical schedule and other relevant documents on the web portal.	Uploaded on the NHIDCL website & CPP Portal
13	General	Utility Sifting Plan	Authority are requested to please provide the Utility Sifting Plan.	Details provided under Schedule-B for reference. Contractor to access the site and Bid accordingly
14	General	Plan and Profile / GAD Structures	Authority is requested to kindly provide highway drawings and GAD Structures for better understanding of the project.	Uploaded on the NHIDCL website & CPP Portal
15	General	Detail Project Reports	Authority is requested to please provide the Detail Project Reports.	Uploaded on the NHIDCL website & CPP Portal
16	General	Geo-technical Investigation	Authority is requested to kindly furnish Geo-technical Investigation Report.	The Geo-Technical report has been provided to the bidders for reference only. Bidders are required to access the site examine and bid accordingly.

  
 (K.C. Bhatt)  
 Dy. General Manager (T)