

**QUERIES/REQUEST FOR ADDITIONAL INFORMATION: FOUR LANING OF JAMUGURIHAT TO END OF BISWANATH CHARIALI BY-PASS FROM KM 182.000 TO KM 208.000 OF NH-52 IN THE STATE OF ASSAM ON EPC BASIS**

S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
<b>General</b>				
1	Land for site establishments	<i>General</i>	The Bidder requested to provide: The land for site set up such as establishments of plants, fabrications yard, storage yard, offices, labs etc.	Contractor has to make its own arrangements
2	General	<i>General</i>	Please provide the Plan & Profile drawings in Auto CAD format.	Plan and Profile are available in PDF format in Addendum
3	General	<i>Feasibility / Detailed Project Report</i>	Request you to please upload the Feasibility / Detailed Project Report for reference.	Executive summary of Feasibility Report/DPR is being uploaded on website.
4	General	<i>Number of cross road culverts are not mentioned in Schedule</i>	Kindly provide the number & details of cross road culverts along the project corridor.	As per Schedule A. Bidders are advised to visit the site.
5	General	<i>Does the project Cost specified in the bid document pertain to 2015-16 Rates?</i>	Please clarify.	Costing is based on rates of the year 2013-14. .
6	General	<i>What is the status of pre construction activities, such as land acquisition, utility relocations, etc.?</i>	Please clarify.	Out of 26 km length land for 16 km length has already been acquired. Balance land acquisition is in progress.
7	General	<i>Please provide us the GADs prepared for the structures for reference purpose</i>	Please clarify.	See Addendum
	General	Please provide the Right and Left Toe level (Ground Level) of proposed Alignment.	Please clarify.	See Addendum
8	General	<i>Please furnish the Geo-technical Investigations carried out at CD and other structures and report prepared including the recommendations on type of foundations</i>	Please clarify.	See Addendum
9	General	<i>Does the client intend to carry out any maintenance to correct existing pavement distress before handing over to Contractor? Please furnish exact details like overlay thickness, sections lengths and other sort of proposed works maintenance works in order to estimate the maintenance requirements during construction.</i>	Please clarify.	See the inventory of the road.
10	General	<i>As of now Bid due date is 23/08/2016.</i>	Considering scope of the work and Project nature ,we request Project Bid due date shall be extended by at least Four weeks	Change in Bid Due Date, if any, will be uploaded on website
11	General	<i>Project Corridor is passing through Gas / Crude Pipeline and MMDC water pipeline</i>	Please clarify the status of Utility clearance.	Concerned Departments have submitted estimates of
12	General	<i>Tree Cutting : Kindly Provide the Status of Permission for tree Cutting.</i>	Kindly Confirm	Tree cutting permission has been received.
13	General	<i>No mention of forest stretches in the alignment in schedules.</i>	Please let us know the chainages, where alignment is passing through forest/reserved forests.	No Forest land is involved.
14	General	<i>Kindly provide geotechnical investigation report for all structure locations.</i>	Kindly provide	See Addendum
15	General	<i>Kindly provide feasibility report of DPR study.</i>	Kindly provide	Executive summary of Feasibility Report/DPR is being uploaded on website.
16	General	<i>Kindly provide GADs of all structures.</i>	Kindly provide	See Addendum
17	General	<i>Please provide the hydraulic calculation reports of bridges.</i>	Kindly provide.	See DPR

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18	General	<i>Skew angles for the structures are not mentioned in schedules</i>	Kindly provide	See DPR
19	General	<i>Kindly provide the skew angles for all the structures.</i>		See DPR
20	General	<i>Kindly provide the status of pre-construction activities such as land acquisition, utilities shifting, tree cutting and clearances.</i>	Kindly provide	Out of 26 km length land for 16 km length has already been acquired. Balance land acquisition is in progress.
21	General	<i>Kindly provide the Condition survey details of existing structures for estimation purpose.</i>	Kindly provide	See the inventory of the road.
22	General	<i>Kindly confirm whether Project Alignment passes through any forest area.</i>	Kindly confirm	No Forest Area is involved.
23	General	<i>Kindly provide the existing road pavement crust details</i>	Kindly provide	Existing pavement crust (i) From km 182.000 to km 198.000 : GSB 150 mm, WBM GrII 150 mm, WBM Griii 75 mm ,PC &SC : 20 mm, SDBC = 25 mm (ii)From km 198.000 to km 200.100 : GSB 150 mm, WBM GrII 150 mm, WBM Griii 75 mm, PC &SC : 20 mm, BM : 50 mm, SDBC = 25 mm
24	General	<i>Kindly provide existing ground profile of road centreline and also left and right edges of existing carriageway or survey drawing in Autocad 3D format</i>	Kindly provide	Available in PDF format in Addendum.
25	General	<i>We understand by the location of the project stretch is very close to Brahmaputra river and it is running parallel to the project road. Kindly confirm whether the existing road is overtopped in the recent past and the depth of standing water above the existing road</i>	Kindly confirm	No
26	General	<i>Kindly provide the length and height of earth retention required if any for locations which cannot accommodate specific TCS with in ROW considering the profile of road</i>	Kindly provide	See DPR
27	Land for site establishments	-	The Bidder requests the Authority to provide land for site set up such as establishments of plants, fabrications yard, storage yard, offices, labs etc.	Contractor has to make its own arrangements
<b>Request for Proposal</b>				
28	2.2.1(d) - Section-2- Instructions to Bidders- Eligibility and qualification requirements of Bidder	<i>"A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement.....For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project."</i>	The Bidder requested to provide following;  The detailed list of the legal, financial or technical advisor of the Authority, its members or any Associate thereof may please be provided in order to take necessary precaution.	Cannot be provided.
29	Clause No. : - 1.2.4; Page No. :- (9 & 10)	<i>The Bid Security Bank Guarantee may, preferably be transmitted through SFMS Gateway to NHIDCL's Bank SYNB0009062, Delhi, Transport Bhawan, New Delhi. (Complete details of bank is given in Para 1.2.10 here in under). The BID shall be summarily rejected if it is not accompanied by the BID Security</i>	Please clarify the just mentioned point elaborately.	Confirmation of Bank Guarantee shall be done through SFMS Gateway of NHIDCL's Bank

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30	Clause No. : - 2.1.6; Page No. : - 12; Section-2 of "Instruction to Bidders" document	<i>Demand Draft of Rs. 40,000/- towards cost of tender document should be issued in favour of "Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi", payable at New Delhi.</i>	Our bankers are unable to issue the said DD due to insufficient space of the system. As such, we would request you to confirm whether if we submit the DD mentioning "Managing Director, NHIDCL, New Delhi", that will be acceptable or not.	It is acceptable.
<b>Draft Contract Agreement</b>				
31	1.2.1(e) - Interpretation		Bidder understands that this particular Clause is not applicable to Schedule B,C,D and any variation in this regard will be dealt in accordance with Article 13 [Change of Scope]. Please confirm our understanding.	This is applicable to entire Contract.
32	1.2.1(s) - Interpretation	<i>"save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;"</i>	<i>The bidder requested to modify the Clause 1.2.1(s) as follows:</i>  <i>"save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Authority and the Contractor hereunder or pursuant hereto in any manner whatsoever;"</i>	No change.
33	1.4.2 - Definitions And Interpretation	<i>"Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply: (a) ..... (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail; (c) between any two Schedules, the Schedule relevant to the issue shall prevail; (d) between the written description on the Drawings and the Specifications and standards, the latter shall prevail; (e) ..... (f) ....."</i>	Bidder requests clarification on what shall prevail in case of discrepancy between Schedules B, C & D.	As per RFP
34	2.1 - Scope of the Project	<i>"(a) construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule- B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;  (b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and"</i>	Bidder requests to modify the Clause 2.1(b) as follows:  <i>"(a) <b>design</b> and construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule- B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;  (b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E <b>till intended Scheduled Completion Date</b> ; and"</i>	No change
35	3.1.6 - Obligation of the Contractor	<i>"The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1.2, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Authority or on account of a Force Majeure Event."</i>	Bidder requests to modify the Clause 3.1.6 as follows:  <i>"The Contractor shall remedy any and all loss or damage to the Project Location during the period between Appointed date and intended Scheduled Completion Date at the Contractor's cost, including those stated in Clause 14.1.2, if such loss or damage shall have arisen <b>solely on account of any default or neglect of the Contractor</b>"</i>	No change
36	3.1.7 - Obligation of the Contractor	<i>"(f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;"</i>	Bidder requests to modify the clause as follows:  <i>"(f) <b>upon written request from the Authority</b>, support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;"</i>	No change

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37	3.6 - Contractor's care of the Works	<i>"The Contractor shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority."</i>	Bidder understands that Contractor shall not be responsible for any loss or damage arisen from any default or neglect of the Authority or any other third party or on account of Force Majeure Event. Accordingly requests to modify the Clause 3.6 as follows:  <i>"The Contractor shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority or any other third party or on account of Force Majeure Event".</i>	No change
38	3.8 - Unforeseeable difficulties	<i>"Except as otherwise stated in the Agreement: (a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works; (b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and (c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs."</i>	The bidder requests the Authority to delete such unilateral provision as it is impossible for any bidder to ascertain unforeseen difficulties at the time of bidding. It is requested to make suitable provisions to cater such unforeseen difficulties duly considering the time and cost implications. Please confirm.	No change
39	4.1.5 - Obligations of the Authority	<i>"Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 4.1.4, 8.3 and 9.2 shall not exceed 1% (one per cent) of the Contract Price....."</i>	Bidder requested to modify the Clause 4.1.5 in line with the Contractor's liability due to delay under Clause 10.3.3 of the Contract. which is as follows <i>"Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 4.1.4, 8.3, 9.2 and 9.4 shall not exceed 10% (ten per cent) of the Contract Price....."</i>	No change
40	4.1.6 - Obligations of the Authority	<i>"(a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project; (b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable than those generally available to commercial customers receiving substantially equivalent services; (c) procure that no barriers that would have a material adverse effect on the works are erected or placed on or about the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;"</i>	Bidder understands that the Authority shall allow Time Extension and adjustment to the Contract Price for additional costs incurred by the Contractor for delay in procurement of Applicable Permits and also for delay in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity beyond 28 days of Contractor's request in this regard and if such delays are not attributable to the Contractor. Please confirm.	No change
41	4.1.6 - Obligations of the Authority	<i>"The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: (a) ..... (b) ..... (c) ..... (d) ..... (e).....; and (f) ....."</i>	The bidder requests to add the following provision under Clause 4.1.6:  <i>"(g) bear the responsibility and costs relating to all Rehabilitation and Resettlement required for the construction of Project"</i>	No change

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42	4.1.6 - Obligations of the Authority	<i>"The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: (a)..... (b) ..... (c)..... (d)..... (e).....; and (f) ....."</i>	Bidder requests to add the following at the end of Clause 4.1.6:  <i>"Further, the Authority shall indemnify, defend, save and hold harmless the Contractor against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any matters pertaining to any obligation other than the Contractor's Obligations as per the Contract Agreement, and specifically indemnify the Contractor against any obligations pertaining to Environmental Conservation including tree cutting."</i>	No change
43	5.2 - Representations and warranties of the Authority	<i>"(h) it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 90% (ninety per cent) of the total length of the Project Highway."</i>	Bidder requests to modify the clause as follows: <i>"(h) it has procured Right of Way and environment clearances such that the Contractor can commence Construction forthwith on 100% (one hundred per cent) of the total length of the Project Location."</i>	No change
44	5.2 - Representations and warranties of the Authority	<i>"The Authority represents and warrants to the Contractor that: (a)..... (b) ..... (c)..... (d)..... (e)..... (f) ..... (g) .....; and (h) ....."</i>	The bidder requests to add the following provisions under the Sub Clause 5.2:  <i>"(i) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;  (j) all information provided by it in the Tender Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;"</i>	No change
45	6.1.1 - Disclaimer	<i>".....[the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard."</i>	The bidder and the Authority understands that it is impossible for any bidder to ascertain all the information provided by the Authority in the documents including RFP, Schedules, Annexures, Drawings, site condition reports at the time of bidding, therefore the bidder assumes all the above information's are true and hence forms the basis of the bid submitted by the bidder. Please confirm.	To ascertain the information provided by the Authority Bidders are advised to visit the project site.
46	6.1.6 - Disclaimer	<i>"Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Authority shall not be liable in any manner for such risks or the consequences thereof."</i>	Bidder requests to modify the Clause 6.1.6 as follows:  <i>"Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor to the extent covered under the insurance under Article 20 [Insurance]."</i>	No change
47	7.1.3 - Performance Security	<i>"In the event the Contractor fails to provide the Performance Security within 10 (ten) days of this Agreement, it may seek extension of time for a period not exceeding 30 (thirty) days on payment of Damages for such extended period in a sum calculated at the rate of 0.01% (zero point zero one per cent) of the Contract Price for each day until the Performance Security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 30 days time period and Bid Security shall be encashed by the Authority."</i>	The Bid Security provided along the Bid shall remain in force and effect till the submission of Performance Security. Hence, the bidder requests the Authority to abolish delay damages provision for delay in providing the same. Please confirm	No change

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48	7.3.1 - Performance Security	<i>"Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default."</i>	Bidder requests the Authority to modify the Clause 7.3.1 as follows:  <i>"Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default. <b>The Authority shall notify the Contractor of its decision to encash the Performance Security in pursuance with the provisions of this Clause 7.3.1 provided that no encashment of Performance Security on account of Contractor's Default shall be effected by the Authority without notifying the Contractor of its decision to encash Performance Security, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice.</b>"</i>	No change
49	7.4 - Release of Performance Security	<i>"The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the later of the expiry of the Maintenance Period or the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified."</i>	Bidder requests the Authority to modify the Clause 7.4 as follows:  <i>"The Authority shall return the one half of the Performance Security to the Contractor upon issuance of the Completion Certificate and balance shall be released within 7 (seven) days of the expiry of the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified."</i>	No change
50	7.5.2 - Retention Money	<i>"Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default."</i>	Bidder requests the Authority to modify the Clause 7.5.2 as follows:  <i>"Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default. <b>The Authority shall notify the Contractor of its decision to appropriate the relevant amount in pursuance with the provisions of this Clause 7.5.2 provided that no deduction of amount on account of Contractor's Default shall be effected by the Authority without notifying the Contractor of its decision for such deductions, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice.</b>"</i>	No change
51	7.5.3 - Retention Money	<i>"The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form provided at Annex-II of Schedule-G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of Clause 7.5.1. Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price."</i>	The bidder requests the Authority to refund the Retention Money to the Contractor in tranches of Rs. 1 Cr to maintain smooth cash flow. Please confirm.	No change
52	7.5.5 - Retention Money	<i>"The Parties agree that in the event of Termination of this Agreement, the Retention Money and the bank guarantees specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6."</i>	The bidder requests to modify the Clause 7.5.5 as follows:  <i>"The Parties agree that in the event of Termination of this Agreement <b>on account of the Contractor's Default</b>, the Retention Money and the bank guarantees specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6."</i>	No change

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53	8.2.1 - Procurement of the Site	<i>"The Authority Representative and the Contractor shall, within 15 (fifteen) days of the date of this Agreement, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Subject to the provisions of Clause 8.2.3, such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever."</i>	<p>The bidder requests to modify the Clause 8.2.1 as follows:</p> <p><i>"The Authority Representative and the Contractor shall, within 15 (fifteen) days of the date of this Agreement, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, free from encumbrances, encroachments comprising of buildings, structures, road works, trees and any other immovable property on or attached to Site and in a continuous length. Subject to the provisions of Clause 8.2.3, such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. <b>For the avoidance of doubt, the permits/ clearances/ NOCs/ cost estimates required for dismantling/ shifting of buildings, structures, road works, trees and any other immovable property on or attached to the Site, if such obstruction adversely affects the execution of Works or Maintenance of the Project, shall be provided by the Authority along with the memorandum."</b></i></p> <p>Bidder further understands that any delay in providing such permits/ clearances/ NOCs shall be considered for determining extension of time and related costs at actuals. Please confirm.</p>	No change
54	8.3.1 - Damages for delay in handing over the Site	<p><i>"In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:</i></p> <p><i>Amount of Damages in Rs. per day per meter = 0.05 x C x 1/L x 1/N</i></p> <p><i>Where</i>  <i>C = the Contract Price;</i>  <i>L = length of the Project Highway in meters; and</i>  <i>N = Completion period in days (Appointed Date to Scheduled Completion Date)"</i></p>	<p>Bidder requests :</p> <p><b>Either</b>  <b>Compensation should be as per actuals.</b></p> <p><b>Or</b>  Please modify the compensation formula as follows:</p> <p><b>Amount of Damages in Rs. per day per meter = 2.5 x C x 1/L x 1/N</b></p> <p>The Contractor understands that the compensation under this formula shall be applicable for the stretches where full width ROW is not available. Please confirm.</p>	No change
55	8.4 - Site to be free from Encumbrances	<i>"Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site."</i>	<p>Bidder requests to modify the clause as follows:</p> <p><i>"Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances <b>as long as it does not adversely affect Construction of the Project and its Maintenance."</b></i></p>	No change

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
56	8.5 - Protection of Site from encroachments	<i>"On and after signing the memorandum and/or subsequent memorandum referred to in Clause 8.2.1, and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place. During the Construction Period, the Contractor shall protect the Site from any and all occupations, encroachments or Encumbrances,....."</i>	The bidder understands that the responsibility of the Contractor in the removal of encroachments is limited only to those which have come up after the signing of the memorandum. Please confirm.	yes
57	8.6 - Special/temporary Right of Way	<i>"The Contractor shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Highway and the performance of its obligations under this Agreement."</i>	Bidder understands that the Clause 8.6 shall be dealt under Clause 13 [Change of Scope], if the ROW is provided on piece-meal basis than that envisaged under the relevant terms of the contract. Please confirm.	This is pertaining to any temporary facility required for the completion of project. So, no change of scope will be accepted in this regard.
58	8.8 - Geological and archaeological finds	<i>".....The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period."</i>	The bidder understands that in case of geological or archaeological findings at Site affecting the construction activities, the selected bidder shall be entitled to Time Extension and also adjustment to the Contract Price at actuals. Please confirm.	Yes
59	9.1 - Existing utilities and roads	<i>"Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility."</i>	Bidder requests to modify the clause 9.1 as follows:  <i>"Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility <b>for sections of the Project contained in Appendix as per Clause 8.2.</b>"</i>	No change
60	9.3.4 - New utilities	<i>"In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable Time Extension as determined by the Authority's Engineer."</i>	The bidder requests to modify this Clause 9.3.4 as under:  <i>"In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable Time Extension and also adjustment to Contract Price due to additional costs incurred by the Contractor as fairly determined by the Authority's Engineer."</i>	No change



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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
61	9.4 - Felling of trees	<i>"The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; 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. 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. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement."</i>	<p>1. Bidder requests the Authority to obtain the permits for felling of trees falling within the ROW and causing hindrance to the construction and maintenance of the Project before issuing the Appointed Date. Please Confirm.</p> <p>2. Bidder understands that any delay in procurement of approval for felling of trees shall be considered for the compensation of time and cost at actuals. Please confirm.</p> <p>3. Bidder requests to modify the Clause 9.4 as follows:</p> <p><i>"The Authority shall obtain the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the Construction or Maintenance of the Project Works. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; 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. The land required for construction of Project Works hindered by such trees shall be included in CI 8.2, the Appendix and dealt with accordingly. 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. For the avoidance of doubt, the Parties agree that the Applicable Permit for felling of trees hereunder shall be procured by the Authority on or before the Appointed Date and any delay in getting such approval affecting the works shall be considered for adequate compensation for time and cost."</i></p>	No change
62	10.1.2 - Obligations prior to commencement of Works	<i>"The Authority shall, within 15 (fifteen) days of the date of this Agreement, appoint an engineer (the "Authority's Engineer") to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of the Authority's Engineer forthwith."</i>	<p>Bidder requests to modify the Clause 10.1.2 as follows:</p> <p><i>"The Authority shall, within 15 (fifteen) days of the date of this Agreement, appoint an engineer (the "Authority's Engineer") to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of the Authority's Engineer forthwith. <b>If the appointment of Authority's Engineer is delayed beyond the stipulated time under this clause, for reasons not attributable to the Contractor, the Authority shall compensate the Contractor by granting extension of time and paying all direct costs suffered or incurred by the Contractor as a consequence of such delay within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof. For the avoidance of doubt, compensation payable may include idling charges, any increase in capital costs on account of inflation and all other costs directly attributable to such delays.</b>"</i></p>	No change
63	18.1.2 - Appointment of the Authority's Engineer	<i>"The appointment of the Authority's Engineer shall be made no later than 15 (fifteen) days from the date of this Agreement. The Authority shall notify the appointment or replacement of the Authority's Engineer to the Contractor."</i>		
64	10.2.1 - Design and Drawings	<i>"Design and Drawings shall be developed in conformity with the Specifications and Standards set forth in Schedule-D. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review of the Authority's Engineer."</i>	Bidder understands that such works pursuant to alternative design shall be valued as per Clause 13 [Change of Scope]. Please confirm.	Not accepted

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65	10.2.4(c) - Design and Drawings	<i>"within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days;"</i>	Bidder requests to modify the Clause 10.2.4(c) as follows:  <i>"within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and if no such observation is conveyed within the said period the drawings are deemed acceptable to the Authority's Engineer and Contractor shall begin or continue Works. Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days;"</i>	No change
66	10.2.5 - Design and Drawings	<i>"Any cost or delay in construction arising from review by the Authority's Engineer shall be borne by the Contractor."</i>	Bidder requests the Authority to grant appropriate extension of time and related costs in case of any delay in getting the approvals/reviews from Authority's Engineer is beyond the time stated under Clause 10.2 and which shall have a direct implication on the execution of works for reasons not at all attributable to the prospective contractor. Please confirm.	No change
67	10.3.2 - Construction of the Project Works	<i>"The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule –J and until such Project Milestone is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly ....."</i>	1. Bidder requests the Authority to modify the clause restricting applicability of Damages only in case of non achievement of the Scheduled Completion Date by the selected bidder for reasons solely attributable to the selected bidder. Please confirm.  2. Further, the bidder request the Authority to modify the clause as follows: <i>"The Contractor shall construct the Project Location in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve the Scheduled Completion Date within a period of 90 (ninety) days from the date set forth in Schedule-J, unless such failure has occurred due to default of the Contractor, it shall pay Damages to the Authority of a sum calculated at the rate of 0.02% (zero point zero two percent) of the Contract Price for delay of each day reckoned from the Scheduled Completion Date till actual completion of the Works is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the date set forth in Schedule-J shall be deemed to be modified accordingly ....."</i>	No change
68	10.4 - Maintenance during Construction Period	<i>"During the Construction Period, the Contractor shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of this Agreement, and....."</i>	The bidder requests the Authority to modify the sub-clause as follows:  <b>"During the period between Appointed Date and intended Scheduled Completion Date, the Contractor shall maintain, at its cost, the existing facility of the Project roads so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the Appointed Date, duly recorded and handed over by Authority to the Contractor on or before the Appointed Date, and....."</b>	No change
69	10.5.1 - Extension of time for completion	<i>"Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Contractor shall be entitled to extension of time in the Project Completion Schedule (the "Time Extension") to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely: (a) ..... (b) ..... (c) ..... (d) ..... and (e) ....."</i>	Bidder requests to add the following delay event to be considered for extension of time:  <i>"(f) any delay, impediment or prevention caused by the other authorities/public or private entities, it's personnel or any other third parties for the reasons not at all attributable to the Contractor."</i>	No change

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
70	10.5.5(b) - Extension of time for completion	<i>"(b) the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Engineer may reasonably require; and"</i>	The Bidder request the Authority to modify the sub Clause 10.5.5(b) as follows. It shall help the prospective Contractor to submit a realistic Extension of Time application as well as to ascertain the delay with more details.  <i>"(b) the Contractor shall, no later than 10 (ten) days after the close of each quarter, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Engineer may reasonably require; and"</i>	No change
71	11.13.1 - Remedial work	<i>"Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement; (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and (c) execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply."</i>	The bidder requests to modify the Clause 11.13.1 as follows:  <i>"Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor <b>in writing specifying the reasons</b> to: (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement; (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and (c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply. "</i>	No change
72	11.17.4 - Suspension of unsafe Construction Works	<i>"If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled."</i>	The bidder requests to modify the Clause 11.17.4 as follows:  <i>"If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine as per good industry practice any Time Extension <b>and also adjustment to the Contract Price</b> to which the Contractor is reasonably entitled."</i>	No change
73	12.1.2 - Tests on completion	<i>".....For the avoidance of doubt, it is expressly agreed that the Authority's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway or Section thereof with the Specifications and Standards."</i>	The bidder understands that the Contract Price will be adjusted on account of additional costs incurred due to such additional tests. Further, the bidder understands that the Contractor shall be entitled to Time Extension and also adjustment to Contract Price in case of delay arising out of such event. Please confirm.	No change

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
74	12.2.1 - Provisional Certificate	<i>"Subject to the provisions of Clause 12.2.5, upon completion of all Works forming part of the Project Highway, save and except the Works for which Time Extension has been granted under Clause 10.5, the Authority's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion substantially in the form set forth in Schedule-L (the "Provisional Certificate") if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Highway for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof. ....The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof."</i>	<i>Bidder requests to modify the Clause 12.2.1 as follows:  "Subject to the provisions of Clause 12.2.5, upon completion of all Works forming part of the Project Location, save and except the Works for which Time Extension has been granted under Clause 10.5, the Authority's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion substantially in the form set forth in Schedule-L (the "Provisional Certificate") if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Location for which the Provisional Certificate has been issued, within a period of 180 (one hundred and eighty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof. ....The Parties further agree that Provisional Certificate shall not be issued if the completed Works can not be safely and reliably placed in service of the Users thereof. The Authority's Engineer shall issue the Provisional Certificate within 60 (sixty) days from the date of request by the Contractor for issuance of the same. If the Authority's Engineer fails to provide the Provisional Certificate, for the reasons not attributable to the Contractor, the Provisional Certificate shall be deemed to have been issued on 14th day of expiry of aforementioned 60 days period and any Dispute pertaining to the same shall be dealt as per Article 26 [Dispute Resolution]"</i>	No change
75	12.2.1 - Provisional Certificate	<i>".....The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Highway for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof....."</i>	<i>1- Bidder requests to modify the Clause 12.2.1 as follows:  "..... The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Location for which the Provisional Certificate has been issued, within a period of 180 (one hundred and eighty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof. ...."</i>	No change
76	12.3 - Completion of remaining Works	<i>"All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor in accordance with the provisions of Clause 10.3.2 of this Agreement."</i>	<i>2- The works for which extension of time has been granted, the 180 days period shall be considered from the actual date of completion of such works. Please confirm.</i>	
77	12.2.5 - Provisional Certificate	<i>"No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 19.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3....."</i>	<i>Bidder understands that in the event the Authority could not hand over certain part/section of the ROW to the Contractor for any reason whatsoever, one year prior to the Scheduled Completion Date, the Authority shall delink the said part/ section of the Project. Please confirm.</i>	No
78	12.4.2 - Completion Certificate	<i>"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."</i>	<i>Bidder requests the Authority to modify the Clause 12.4.2 as follows:  "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 the actual cost of removal incurred by the Authority."</i>	No change

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79	13.1.2 - Change of Scope	<i>"Change of Scope shall mean:  (a) change in specifications of any item of Works; (b) omission of any work from the Scope of the Project except under Clause 8.3.3; provided that, subject to Clause 13.5, the Authority shall not omit any work under this Clause in order to get it executed by any other authority; and / or (c) any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction."</i>	Bidder requests the Authority to add the following event under this categories of Clause 13.1.2:  <i>"d. changes to the levels, positions and/or dimensions of any part of the Works. e. changes to the sequence or timing of the execution of the Works. f. execute additional work of any kind necessary for the completion of the Works; and/or g. any change in Authority's requirement including the provisions stated under applicable Schedules forming the Scope of Works."</i>	No change
79			Bidder understands that all the Change of Scope Order/Instruction shall be given in writing to the Contractor six month prior to the Scheduled Completion Date of the Project. Bidder reserves its right to reject any Change of Scope Order which are not issued before six months prior to the Scheduled Completion date. Please confirm.	
80	13.2.1 - Procedure for Change of Scope	<i>"In the event of the Authority determining that a Change of Scope is necessary, it may direct the Authority's Engineer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated there under (the "Change of Scope Notice")."</i>	Bidder requests to issue Change of Scope Order within a month from the date of submission of cost estimate of the same. Further, Authority is requested to pay 25% of total value of such Change of Scope as an advance payment along with the Change of Scope Order to take up such works. Please confirm.	No change As per Draft Contract Agreement
81	13.3 - Payment for Change of Scope	<i>"Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order."</i>	1. The payment of such Change of Scope works shall be released progressively and shall be settled completely within 30 days of completion of such works. Any delay in payment shall carry interest at the rate Base Rate plus 2%. Please confirm.  2. The bidder understands that the Change of Scope works shall be adjusted for price escalation of various components as per clause 19.10 and the Base date for this purpose shall be the date of preparation of estimate for Change of Scope Order or any other suitable date as fairly determined by the Authority's Engineer. Please confirm.	As per DCA
82	13.4 - Restrictions on Change of Scope	<i>"13.4.1 No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency. 13.4.2 Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10 (ten) per cent of the Contract Price. 13.4.3 Notwithstanding anything to the contrary in this Article 13, no change made necessary because of any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule."</i>	Bidder requests for addition of the following point in Clause 13.4:  <i>"13.4.4 No Change of Scope Order shall be issued after the date 180 days prior to Scheduled Completion Date."</i>	No Change
83	14.7 - Authority's right to take remedial measures	<i>"In the event the Contractor does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages."</i>	Bidder requests the Authority to modify the Clause 14.7 as follows:  <i>"In the event the Contractor does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works or have establish such reasons for not being able to commence maintenance work within 15 (fifteen) days but not later than 30 (Thirty) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 10% (ten per cent) of such cost shall be paid by the Contractor to the Authority as Damages." Please confirm.</i>	No Change

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84	15.2.4 - Inspection and payments	<i>"Any deduction made on account of non-compliance will not be paid subsequently even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is procured."</i>	<i>The bidder requests the Authority to modify the sub-clauses as follows:</i>  <i>"Any deduction made on account of non-compliance will not be paid subsequently provided the Contractor establish the compliance thereof within 30 days of such deduction with valid reasons for delay in compliance and agreed by the Authority's Engineer. Such deductions will continue to be made every month until the compliance is procured."</i>	No Change
85	17.4 - Contractor's failure to rectify Defects	<i>"In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 17.2, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project Highway conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to twenty percent of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor"</i>	Bidder requests the Authority to modify the Clause 17.4 as follows:  <i>"In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 17.2 or have established such reasons for not being able to commence defect rectification in 15 days but not later than 30 days which is agreed by the Authority, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to 10% (ten percent) of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor."</i>	No Change
86	19.2.1 - Advance Payment	<i>"The Authority shall make an interest-bearing advance payment (the "Advance Payment"), equal in amount to 10 (ten) percent of the Contract Price, for mobilisation expenses and for acquisition of equipment. The Advance Payment shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The advance payment would be deemed as interest bearing advance at an interest rate of 10% (ten) per annum, to be compounded quarterly. The interest would be recovered along with the recovery of advance payment."</i>	1. Bidder requests to make an interest free Advance Payment to facilitate the selected bidder. 2. Bidder also requests the Authority to stay abide by the schedule of Advance Payment stated under Cl 19.2 to avoid cash flow crisis for mobilization works. In case of delay in release of Advance Payment for reasons not attributable to the Contractor, further delaying the works shall be considered for determining time extension and related costs, if any, at actuals. Please confirm.	No Change
87	19.2.2 - Advance Payment	<i>The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.</i>	Bidder requests to modify the Clause 19.2.2 as follows:  <i>"The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 100% (one hundred per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.."</i>  The Bidder also requests to modify the Clause 19.2.4 in line with the Clause 19.2.2	No Change
88	19.7.4 - Payment for Maintenance of the Project Works	<i>"The Authority shall pay to the Contractor every quarter any amount due under any IPC under this Clause 19.7. The payment shall be made no later than 30 (thirty) days from the date of submission of the last IPC for the relevant quarter."</i>	The bidder request release of maintenance payment on monthly basis in line with Clause 19.4 and 19.5 to maintain the steady cash flow for carrying out Maintenance Works.	No Change
89	19.10.4 (d) - Price adjustment for the Works	<i>"AI = The WPI for construction machinery for the month three months prior to the month to which the IPC relates."</i>	Bidder requests to modify the clause as follows: <i>"AI = The WPI for construction machinery on the first day of the month to which the IPC relates."</i>	No Change

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
90	19.10.4 (d) - Price adjustment for the Works	<i>"LO = The consumer price index for industrial workers for the circle Panipat in the State of Haryana, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Date.</i>  <i>LI = The CPI for the month three months prior to the month to which the IPC relates."</i>	Bidder requests to modify this clause as follows: <i>"LO = Minimum rates of Wages published by the Chief Labour Commissioner, Ministry of Labour &amp; Employment, Govt. of India or Labour Commissioner of State, whichever higher, for the month of the Base Date.</i>  <i>LI = Minimum rates of Wages published by the Chief Labour Commissioner, Ministry of Labour &amp; Employment, Govt. of India or Labour Commissioner of State, whichever higher, for the month to which the IPC relates."</i>	No Change
91	19.17.3 - Change in laws	<i>"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."</i>	The Bidder understands that selected bidder shall be compensated at actuals in terms of both time and related costs in case of such eventuality hampering the scheduled project completion date or any extension thereof. Please confirm.	As per DCA
92	21.2 - Non-Political Event	<i>(b) strikes or boycotts (other than those involving the Contractor, Sub-contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.3;</i>  <i>(d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;</i>	Bidder requests to remove Clauses 21.2 (b) & (d) from the list of Non Political Events and instead make part of Indirect Political Events under Sub-Clause 21.3. Please confirm.	No Change
93	21.8.1 - Termination Payment for Force Majeure Event	<i>In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under Clause 23.5....."</i>	The Bidder requests to compensate the selected bidder for losses due to idling/ retention of resources on the Site during such period of Force Majeure causing Termination as Termination shall occur only upon the occurrence of such event for a period of 60 days or more within a continuous period of 120 days causing idling/ retention of selected bidder's resources for such period. Please confirm the same.	No Change
94	21.8.2 - Termination Payment for Force Majeure Event	<i>"If Termination is on account of an Indirect Political Event, the Termination Payment shall include: (a) any sums due and payable under Clause 23.5; and (b) the reasonable cost, as determined by the Authority's Engineer, of the Plant and Materials procured by the Contractor and transferred to the Authority for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards;....."</i>	The Bidder requests to compensate the selected bidder for losses due to idling/ retention of resources on the Site during such period of Force Majeure causing Termination as Termination shall occur only upon the occurrence of such event for a period of 60 days or more within a continuous period of 120 days causing idling/ retention of selected bidder's resources for such period. Please confirm the same.	No Change
95	23.5.1 - Valuation of Unpaid Works	<i>"Within a period of 45 (forty-five) days after Termination under Clause 23.1, 23.2 or 23.3, as the case may be, has taken effect, the Authority's Engineer shall proceed in accordance with Clause 18.5 to determine as follows the valuation of unpaid Works (the "Valuation of Unpaid Works"): (a) value of the completed stage of the Works, less payments already made; (b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and (c) value of Maintenance, if any, for completed months, less payments already made."</i>		
96	21.8.3 - Termination Payment for Force Majeure Event	<i>"If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 23.6.2 as if it were an Authority Default."</i>		No Change

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
97	23.6.2 - Termination Payment	<i>"Upon Termination on account of an Authority Default under Clause 23.2 or for Authority's convenience under Clause 23.3, the Authority shall: (a) return the Performance Security and Retention Money forthwith; (b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment; and (c) pay to the Contractor, by way of Termination Payment, an amount equal to: (i) Valuation of Unpaid Works; (ii) the reasonable cost, as determined by the Authority's Engineer, of the Plant and Materials procured by the Contractor and transferred to the Authority ..... (iii) the reasonable cost of temporary works, as determined by the Authority's Engineer; and (iv) 10% (ten per cent) of the cost of the Works and Maintenance that are not commenced or not completed,....."</i>	The Bidder requests to compensate the selected bidder for losses due to idling/ retention of resources on the Site during such period of Force Majeure causing Termination as Termination shall occur only upon the occurrence of such event for a period of 60 days or more within a continuous period of 120 days causing idling/ retention of selected bidder's resources for such period. Please confirm the same.	
98	23.1.1 - Termination for Contractor Default	<i>"(c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days; (f) the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof; (g) failure to complete the Punch List items within the periods stipulated there for in Clause 12.2.1;"</i>	Bidder requests to modify this clause as follows:  <i>"(c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days for reasons solely attributable to the Contractor; (f) the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof, for reasons solely attributable to the Contractor; (g) to be deleted"</i>	No Change
99	23.2.1 - Termination for Authority Default	<i>"In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:  (a) the Authority commits a Material default in complying with any of the provisions of this Agreement..... (b) the Authority has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement; (c) the Authority has failed to provide, within a period of 180 (one hundred and eighty) days from the Appointed Date, the environmental clearances..... (d) the Authority repudiates this Agreement..... (e) the Authority's Engineer fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving,....."</i>	Bidder request the Authority to include the following provision :  <i>"f) the Authority fails to provide, within a period of 365 (three hundred and sixty five days) from the Appointed Date, the Right of Way and other statutory clearances required for construction of the Project; "</i>	No Change
100	28.1 - Definitions	<i>"“Appointed Date” means that date which is later of the 15th day of the date of this Agreement, the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7 and the date on which the Authority has provided the Right of Way on no less than 90% (Ninety per cent) of the total length of Project Highway;"</i>	1. In case of any delay in declaring Appointed Date beyond 120 days from the date of submission of Bid, the Bid price shall be revised for escalation in prices to be paid upfront for the period between scheduled Appointed Date and actual Appointed Date along with the other compensation, if any, arising due to such delay. Notwithstanding the above, selected bidder shall be at liberty to terminate the Contract Agreement at any time beyond this period if Appointed Date is not declared so. In such case the selected bidder shall be compensated at actuals in case of any losses suffered by it during this period. Please confirm. 2- Appointed Date shall not be declared on the onset of or during the monsoon season. Please confirm.	As per Draft Contract
<b>Schedules</b>				



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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
101	Point No. :: 2; Annexure - I (Schedule - A; Page: A-2)	<i>From Existing Chainage km 0.000 to km 6.600 new Alignment of road will come up on land which is currently either an agricultural land or a residential land.</i>	Please specify the route of road alignment with respect to existing carriage way.	As per RFP
102	Point No. :: 1.2.1; Annexure - I (Schedule - B; Page : B-2)	<i>It is mentioned that the paved carriageway shall be 18.00 (Eighteen) meters wide as per IRC: SP: 84-2014.</i>	But typical cross-sectional drawings provided in the same Manual depicts the total width of paved carriageway + Both Sides Paved Shoulder of 1.500 m width as 14 (Fourteen) Meters. Please provide us width of total paved carriageway including shoulder.	It is 18 m (3.5*4+2*2=18) in built-up area and 17 m (3.5*4+1.5*2=17) in open country area as per IRC: SP: 84-2014.
103	Point No. :: 15; Annexure - I (Schedule - A; Pages: A-5 & A-6) , Point No. :: 3; Annexure - I (Schedule - B; Pages: B-6 & B-7), Point No. :: 15; Annexure - I (Schedule - A; Pages: A-5 & A-6)		<b>Point No. :: 15; Annexure - I (Schedule - A; Pages: A-5 &amp; A-6) :- (a) Minor Intersections are present at site on Left Hand Side at Chainages: - KM.182.420 &amp; KM.184.600 whereas as per Point No. :: 3; Annexure - I (Schedule - B; Pages: B-6 &amp; B-7) Minor Intersections must be provided on Both Sides.</b>  <b>Also, as per Point No. :: 15; Annexure - I (Schedule - A; Pages: A-5 &amp; A-6) :- (a) Minor Intersections are present at site on Left Hand Side at Chainage: - KM.188.135 whereas as per Point No. :: 3; Annexure - I (Schedule - B; Pages: B-6 &amp; B-7) Minor Intersections must be provided on Right Side.</b>	In schedule A, existing facilities are given, whereas in schedule B required facilities are given
104	Point No. :: 3; Annexure - I (Schedule - B; Pages: B-6 & B-7).		(e) The width of Carriageway on the Left Hand Side for Minor Junction at Chainage km 191.980 is not mentioned in Point No. :: 3; Annexure - I (Schedule - B; Pages: B-6 & B-7). Please state the width of carriageway at this Chainage.	It is 3.5 m on both sides.
105	Point No. :: 4; Page: A-3; Annexure - I (Schedule - A), Point No. :: 7.3.1 (a); Page :- B-12; Annexure - I (Schedule - B)	<i>(f) As per Point No. :: 4; Page: - A-3; Annexure - I (Schedule - A), the existing width of Major Bridge at Chainage KM. 194.825 is 8.40 M but as per Point No. :: 7.3.1 (a); Page :- B-12; Annexure - I (Schedule - B), the existing width of the same Major Bridge is 8.45 Meter.</i>	Please state which width is correct.	Its only a difference of 5 cm.
106	Point No. :: 7; Page: A-4; Annexure - I (Schedule - A), Point No. :: 7.3.1 (c); Page :- B-12; Annexure - I (Schedule - B)	<i>(g) As per Point No. :: 7; Page: - A-4; Annexure - I (Schedule - A), the existing width of Minor Bridge at Chainages KM. 186.173 &amp; KM. 192.177 are 8.40 M but as per Point No. :: 7.3.1 (c); Page :- B-12; Annexure - I (Schedule - B), the existing widths of the same Minor Bridges are 8.45 Meter.</i>	Please state which width is correct.	Its only a difference of 5 cm.
107	Schedule B - 13 - Change of Scope - B	<i>The length of structures and bridges specified hereinabove shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule B shall not constitute a Change of Scope or save and except any variation in the length arising out of a change of scope expressly undertaken in accordance with the provision of article 13</i>	Bidder understands that the scope defined in the schedules is correct and forms the base for arriving at the bid price. hence, in case of changes in the size (Length/ Breadth/ Height/ Depth/ nos etc.) of the structures, bridges or Project Highway than that provided in the various schedule shall be dealt under clause 13 [Change of Scope]. Please confirm.	Bidders should visit the site and make its own assessments before bidding.
108	Schedule J - 2 - Project Completion Schedule	<i>2.1 Project Milestone-I shall occur on the date falling on the 180th (one hundred and Eightieth) day from the Appointed Date (the "Project Milestone-I").....</i>	Bidder requests to modify the clause as follows: "2.1 Project Milestone-I shall occur on the date falling on the 250th (two hundred and fiftieth)] day from the Appointed Date (the "Project Milestone-I")....."	No change

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
109	Schedule M 1.2 - Payment reduction for non-compliance with the Maintenance Requirements -	<i>Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.</i>	Bidder requests to modify the clause as follows: "Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid subsequently provided the Contractor establish the compliance thereof within 30 days of such deduction with valid reasons for delay in compliance and agreed by the Authority's Engineer. The deductions shall continue to be made every month until compliance is done."	No change
110	Schedule N - 4.18 - Terms of Reference for Authority's Engineer -	<i>The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be.....</i>	1. The bidder understands that Authority's Engineer shall be the authorized person to issue Provisional/ Completion Certificate and shall issue the same as per the terms of this Agreement. Please confirm. 2. Further, bidder understands that any determination of time extension and/ or additional costs shall be carried out within reasonable time and shall not be delayed beyond 60 days from the date of Contractor's notice in this regard. Please confirm.	As per RFP
111	Schedule N - 6 - Terms of Reference for Authority's Engineer	<i>6.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement. 6.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.</i>	3. The Bidder understands that the Authority's Engineer shall forward all the correspondences exchanged between Authority's Engineer & Authority related to Project to the Contractor. Please confirm.	
112	Schedule-P - 3. Insurance against injury to persons and damage to property	<i>3.1 The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraphs 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences. <b>The insurance cover shall be not less than: Value of the Contract Price</b></i>	Bidder requests to modify the clause in line with the other EPC jobs awarded in similar conditions wherein the insurance cover value under this clause is restricted between Rs. 10 to 60 Lacs per occurrence. its inability to offer the third party liability insurance policy covering the value equivalent to the Contract Price. Also the procurement of third party liability insurance policy for such abnormally high amount would be inconsistent with the Applicable Laws Please confirm.	No Change
113	Schedule-P - 4. Insurance to be in joint names -	<i>The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.</i>	The bidder requests to modify the clause as follows: <i>The insurance under paragraphs 1 to 3 above except the resources mobilized by the Contractor shall be in the joint names of the Contractor and the Authority.</i> Please confirm.	No Change
114	Schedule-B - 12. Protection Work	<i>Construction of Guide Bund in a length of 360 m and its protection work including flexible apron, boulder pitching and filter media.</i>	Kindly Provide Cross Section of Guide bund including Flexible apron and pitching details.	Contractor has to design these facilities on its own
115	Schedule C	<i>Project facilities ( Lighting, Overhead Gantry sign Board,Etc)</i>	We presume that the scope mentioned in Schedule C is final and any variation in the same will form a change of scope as per CA.	Yes
116	Schedule A, Clause-2 & Schedule-B clause 1.2.1		<i>Land use: Built Up locations mentioned in the table are not matching with the table given in clause 1.2.1 of Schedule B. Length of built up stretch as per schedule-B is 1.88 km against 4.1 km mentioned in Schedule-A</i>	In schedule B only those built-up areas are given where service road is proposed.
117	Schedule A, Annex-III		Kindly provide Plan and profile drawings in Auto-Cad format.	PDF Format of drawings are available in Addendum.
118	Schedule B, Clause 1.2.2		<i>Clause 1.2.2 of Schedule B states that "Except as otherwise provided in this Agreement, the width of the paved carriageway shall conform to clause 1.1 above". However, clause 1.1 does not refer to width of the carriageway. Kindly correct the clause number as 1.2.1 instead of 1.1.</i>	It is 1.2.1
119	Schedule B, Clause 1.2.3 & 2.11		<i>As per Table in cl 1.2.3 of Schedule B, start of New Bypass Alignment mentioned from design Ch 200+287 to 207+700 and as per cl 2.11 of schedule B, New Alignment is mentioned from design Ch 201+050 to 207+600,</i>	Refer drawings in Addendum.
120	Schedule B, Clause 2.5 (a)		<i>Footnote mentions that for figure 2.6, refer to manual IRC: SP: 84-2014 clause 2.17. Figure 2.6 shows the 4-lane divided highway with service roads on both sides whereas service road is proposed on one side only. Kindly confirm that figure 2.6 is applicable only for sl no 1 of table</i>	Kindly refer this figure for footpath/drain, not for service roads

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121	Schedule B, Clause 2.5 (c)		Clause 2.5 says that in open country, paved shoulder of 1.5 m width shall be provided and balance 2 m width shall be covered with 150 mm thick compacted layer of granular material confirming to the requirements given in Clause 401 of MORTH. However, no such provision is mentioned in the 401 of MORTH and IRC:SP: 84-2014. Kindly confirm that provision of 150 mm thick granular material in Earthen shoulder is not required to be followed.	As per RFP.
122	Schedule B, Clause 2.8		<b>Service/Slip road Length:</b> Kindly confirm whether SR/Slip road lengths given in Schedule B, include taper length of entry and exit ramp.	Refer drawings in Addendum.
123	Schedule B, Clause 2.8 & Clause 2.11		<b>Service/Slip road Length:</b> Service/Slip road lengths given in the clause 2.8 are varying from the TCS table given in clause 2.11. For instance: Schedule B (Clause 2.8) proposed the SR/Slip road from km 191+700 to km 192+530 (830 m) on LHS. However, in TCS table, Eccentric widening with SR from km 191+650 to km 192+000 (350m) is given. Kindly correct the TCS schedule	Refer drawings in Addendum.
127	Schedule B, Clause 2.11		Kindly provide the Typical cross sections drawings along with TCS schedule applicable for the project stretch	Manual IRC: SP: 84-2014 may be followed.
128	Schedule B, Clause 2.11		Pl provide Type of TCS (fig no) applicable for given stretch as per Manual IRC: SP: 84-2014 of clause 2.17.	TCS given in the Manual IRC: SP: 84-2014 may be followed depending upon the site conditions.
129	Schedule B, Clause 4.2		Kindly confirm that existing road is utilised by strengthening with overlay.	As per RFP.
130	Schedule B, Clause 5.4		Kindly provide the locations of reconstruction stretches	As per RFP.
131	Schedule B, Clause 5.4		Kindly provide the reconstruction stretches based on profile correction	
132	Schedule B, Clause 5.4		Kindly provide the reconstruction stretches based on existing road condition	
133	Schedule B, Clause 7.2		Culverts: In the stretch 190+000 to 201+000 there are only 2 minor and 1 major bridges which is not sufficient considering cross drainage and drain outfall points. In case we need additional cross drainage structure it should be under change of scope.	As per RFP.
134	Schedule B, Clause 7.2		All the culverts and bridges can be used as outfall structures for road surface drainage.	As per RFP.
135	Schedule B, Clause 7.3		Kindly confirm that Contractor shall be allowed to change span arrangement of any structure type.	No
136	Schedule B, Clause 7.3		Span arrangements of the minor and major bridges are shown in the table. We understand that Span means the length between the center to center of the expansion joint.	It is bearing to bearing.
137	Schedule B, Clause 2.8 & 7.3.2		Continuous service road is proposed from km 191.700 to km 192.530 on LHS. 1 Number of minor bridge at km 192.177 is falling in Service Road Location. However, Schedule B, Clause 7.3.2 (Bridges), does not mention any provision for the bridge in service roads. Kindly confirm the requirement bridges in service roads and provide a list of the same	Service road is required at this location.
138	Schedule B, Cl. 7.3.2 a) Major Bridge		Pl Provide the Deck width of Major Bridge, As per Manual deck width mentioned 12.50 m for 2 Lane, whereas in GAD deck width is 14.80 m mentioned.	As per GAD
139	Schedule B, Cl. 7.3.2 b) Minor Bridges		Pl Provide the Deck width of Minor Bridges, As per Manual deck width mentioned 12.50m for 2 Lane, whereas in GAD deck width is 12.90 m mentioned.	As per GAD

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140	Schedule B, Cl. 7.3.2 b) Minor Bridges		Proposed Span Arrangement mentioned is C/C of Expansion Joints or C/C of Bearing, pl clarify.	C/C of Bearing
141	schedule B, CL 7.3.1 b		<i>Overall width of Widening bridge is 10.90 m (8.45 ex. width + 2.45 widening width), where as in schedule B, CL 7.3.1 b) Widened to the required overall width is 12.5m mentioned.</i>	As per schedule B
142	Schedule B, Cl. 7.3.2		<i>Please provide the following Hydraulic data of river / nalla for bridges /Structures in the alignment and in Bypass etc., for major and minor bridges at design ch.194.812, ch.182.544, ch.186.173, ch.187.744, ch.189.351, ch.192.177 &amp; ch.199.767 1. HFL 2. LWL 3. Bed level of river / Nalla. 4. Velocity of water. 5. Linear Waterway.</i>	See DPR
143	Schedule B, Cl. 12 protection work		<i>1. kindly provide the GAD giving details of c/s of Guide bund. 2. Hydraulic details at guide bund location</i>	VDF should be arrived at by carrying out specific axle load surveys on the existing roads as per IRC:37-2012..
144			Please provide the Geotechnical Investigation report, for Major, Minor bridges and at Guidebund location.	
145	Schedule B, Cl. 5.3.2 Pavement Design		Please specify if the vdf value from wheel load data is available or need to consider the values specified in IRC.37	
146	Schedule B, Clause 9.1		<i>Full width Gantry signs has been proposed at chainage 183.100, 201.200 &amp; 206.100. Please confirm that these chainages are indicative and can be shifted as per site requirements.</i>	Yes
147	Schedule-C, Clause 1 & 2		<i>Project facilities like rest area and others mentioned in 1(g) &amp; 1 (h) respectively are not detailed in clause 2. Kindly confirm that Rest area and Other facilities are not to be provided</i>	Yes
148	Schedule-C, Clause 2 (b) (ii)		<i>Minimum length of Metal beam crash barrier to be provided is 10244 m. Kindly confirm that this length is only indicative. Actual length shall be provided as per the requirements</i>	Manual IRC: SP: 84-2014 may be followed but minimum land of 10244 m has to be provided.
149	Schedule-C, Clause 2 (b) (ii)		<i>Please provide the minimum lengths of pedestrian guard rail and separator (MS Railing) envisaged at this stage.</i>	Manual IRC: SP: 84-2014 may be followed.
150	Schedule-C, Clause 2 (b) (iii)		<i>Please confirm specifications/Type of Traffic safety devices required.</i>	Manual IRC: SP: 84-2014 may be followed.
151	Schedule-C, Clause 2 (b) (vii) and Schedule-B		<i>3 no's overhead signs to be provided as per clause 2 (b) (vii) of Schedule-C. We assume that the locations already mentioned in clause 9.1 of schedule-B. Total 3 no's of overhead signs only to be provided.</i>	Yes
152	Schedule-C, Clause 2 (b) (viii)		Kindly confirm that delineators and Studs shall be provided as per IRC-SP-84-2014.	Yes
153	Schedule-C, Clause 2 (c)		<i>Kindly confirm the locations where lighting is to be provided.</i>	Lighting is to be provided at the locations of Bus bays and At-grade pedestrian crossings and as per manual.

**QUERIES/REQUEST FOR ADDITIONAL INFORMATION: FOUR LANING OF JAMUGURIHAT TO END OF BISWANATH CHARIALI BY-PASS FROM KM 182.000 TO KM 208.000 OF NH-52 IN THE STATE OF ASSAM ON EPC BASIS**

S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
154	Schedule-C, Clause 2 (f)		<i>Bus bay is provided at km 191+990. At this location Service Road is also provided. Kindly confirm whether bus bay is to be provided in Main carriageway or in Service road</i>	Manual IRC: SP: 84-2014 may be followed.
155	Schedule-C, Clause 2 (f)		<i>Kindly confirm the availability of ROW at bus bays locations</i>	Yes
156	Schedule-C, Clause 2 (f)		<i>Kindly confirm that layout for bus bay shall be followed as per IRC: SP: 84-2014.</i>	Yes
157	Schedule D, Clause 6.2.7		<i>Requirement of Cross Road Culverts has not been mentioned in schedule B. As per IRC SP: 84 – 2014, Sub Clause 6.2.7, RCC Box of sufficient size shall be provided across the cross road. Kindly provide size and length of cross road RCC Culvert.</i>	See para 7.2.4 of Annex - I of schedule B and as per manual.
158	Schedule-B - 13- Change of Scope	<i>The length of Structures and bridges specified here in above shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13.</i>	Bidder understands that the scope defined in the schedules is correct and forms the base for arriving at the bid price. hence, in case of changes in the size (Length/ Breadth/ Height/ Depth/ nos etc.) of the structures, bridges or Project Location than that provided in the schedules shall be dealt under clause 13 [Change of Scope]. Please confirm.	The length of Structures and bridges specified in schedules shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor.
159	Schedule F - 1 - Applicable Permits	<i>The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits: (a) Permission of the State Government for extraction of boulders from quarry; (h) Permission of Village Panchayats and State Government for borrow earth;</i>	Bidder requests the Authority to procure the environmental clearance required to be obtained before commencing extraction of minor minerals as it is in the better position to do so or else bidder shall be compensated in terms of both time and costs in case of delay in obtaining the same beyond reasonable time. Please confirm.	No
160	Schedule F - 1 - Applicable Permits	<i>The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits: (a)..... To (i).....</i>	Bidder understands that any delay and impediment on account of government instrumentalities/ authorities in procuring various permits and approvals shall entitles the Contractor for appropriate time extension and related costs, if any. Please confirm.	No
161	Schedule J - 2 - Project Completion Schedule	<i>2.1 Project Milestone-I shall occur on the date falling on the 180th (one hundred and Eightieth) day from the Appointed Date (the "Project Milestone-I") .....</i>	Bidder requests to modify the clause as follows: "2.1 Project Milestone-I shall occur on the date falling on the 250th (two hundred and fiftieth)] day from the Appointed Date (the "Project Milestone-I") ....."	No change
162	Schedule M 1.2 - Payment reduction for non-compliance with the Maintenance Requirements	<i>Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.</i>	Bidder requests to modify the clause as follows: "Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid subsequently provided the Contractor establish the compliance thereof within 30 days of such deduction with valid reasons for delay in compliance and agreed by the Authority's Engineer. The deductions shall continue to be made every month until compliance is done."	No change
163	Schedule N - 4.18 - Terms of Reference for Authority's Engineer	<i>The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be.....</i>	1. The bidder understands that Authority's Engineer shall be the authorized person to issue Provisional/ Completion Certificate and shall issue the same as per the terms of this Agreement. Please confirm. 2. Further, bidder understands that any determination of time extension and/ or additional costs shall be carried out within reasonable time and shall not be delayed beyond 60 days from the date of Contractor's notice in this regard. Please confirm.	No change
	Schedule N - 6 - Terms of Reference for Authority's Engineer	<i>6.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement. 6.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.</i>	3. The Bidder understands that the Authority's Engineer shall forward all the correspondences exchanged between Authority's Engineer & Authority related to Project to the Contractor. Please confirm.	

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S No	Clause No., Section & Pg. No.	Original Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
164	Schedule-P - 3. Insurance against injury to persons and damage to property	<i>The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraphs 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences. The insurance cover shall be not less than: Rs. equal to contract price.</i>	<p>Bidder requests to modify the clause in line with other EPC jobs awarded on similar conditions by the Authority wherein the insurance cover value under this clause is restricted between <b>Rs. 10 to 60 Lacs per occurrence. This request is being made as no insurance company is capable of</b> offering <b>the third party liability insurance policy covering the value equivalent to the Contract Price. Moreover, under no stretch of imagination</b>, a third party liability may occur for a value equivalent to the Contract Price that too for a single occurrence. Also the procurement of third party liability insurance policy for such abnormally high amount would be inconsistent with the Applicable Laws.</p> <p>The Bidder understands that this matter is already in active consideration of the good offices of the Authority and the Authority is in the process of issuing a CIRCULAR in this regard. Please confirm.</p>	No change
165	Schedule-P - 4. Insurance to be in joint names	The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.	<p>The bidder requests to modify the clause as follows:  <i>The insurance under paragraphs 1 to 3 except the resources mobilized by the Contractor shall be in the joint names of the Contractor and the Authority.</i>  Please confirm.</p>	No change