

**National Highways & Infrastructure Development Corporation Limited**

**Sub: Construction of Uni-Directional Khellani Tunnel of length 1.574 Km in Union Territory of Jammu & Kashmir on EPC Mode (Package -III).-replies of pre bid queries.**

S.N.	Clause	Description	Suggestions/Query	Reply
1.	2.2.2.2 (iii)b	<p>the conditions for technical qualifications as set out under clause 2.2.2.2 (iii) (b.) i.e. Tunnel Project reproduced as under: "The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric projects etc.) having atleast 50% of the cross- sectional area of the tunnel to be constructed and 20% length of the tunnel to constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs. 1000 cr., whichever is less</p> <p>(a) The cost of tunnel varies will the passage of the time depending upon the technology and methodology employed for its construction.</p> <p>(b) The cost of tunnels for roads/railway/Metro rail/irrigation/hydro-electric. projects etc. Vary considerably from each other due to different methodologies and technologies employed for the construction and requirement of finishes as well as services to be provided in the tunnels.</p>	In view of the, foregoing, the technical experience, hence, should be based only on cross-sectional area and length of the tunnel and the requirement of the cost factor may kindly be deleted for fair competition and larger participation in the subject tender.	As per RFP
2.	2.2.2.2		It is bring to your kind notice that we wish to highlight the issues as regards the conditions for technical eligibility criteria as mentioned under Cl2.2.2.2. It is pertinent to mention here that the tunnel's cost for roads, railways, metro rails. Irrigation etc. Vary from each other due to requirement of conditions and services to be provided in the tunnels. You are, therefore, requested to kindly amend the technical eligibility criteria from existing 20% of the advertised cost to 10% for fair competition and larger participation in the subject tender.	As per RFP
3.	Clause 2.1.15 of ITB	The bidder including individual or any of its JV member, who are either having 2 (two) on-going EPC Project(s) in NHIDCL or on-going Project(s) worth of ₹ 500 Crore (Awarded Cost) or more in NHIDCL, as on date of financial bid opening, shall not be eligible to bid for this Project (Issuance of LOA will be considered as on-going	We presume that as on the bid due date of submission if bidders does not have any ongoing works in NHIDCL and on latter date if he is declared as L-1 Bidder in more than one Bid i.e. say two project, in such case a case the bidder will be awarded two project whose cost are more than 500	As per RFP

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		project).	crores.  Please Clarify and confirm as applicable	
4.	Clause 2.11.2 of ITB	The Bidder shall submit the following documents physically by date and time given in Data Sheet	We request the Authority to allow submission of physical documents before issue of LOA/ after opening of bid as suitable as being followed by Authority for other project and NHAI and MORTH also.	As per Amendment No. IV.
5.	Certificate from the Statutory Auditor regarding PPP projects Certificate regarding construction works	Below information requirement Amount received from (name of the firm & TAN no.)	We would like to bring to the notice of the Authority that in many countries TAN No. is not applicable for the project constructed, hence we request the Authority to withdraw the requirement of Tan as the information mentioned herein.	As per RFP.
6.	Appendix - IX  CERTIFICATE OF TURNOVER BY STATUTORY AUDITOR	Annual Turnover updated to the price level of the year, based on factors indicated in table xxx of the tender documents, is given below: This is also certified that turnover mentioned in para 5 is in respect of execution of construction/ civil /engineering activities and does not include any trading activity of .....(Name of the Bidder).	Please refer the point no.5 wherein the requirement is of Annual Turnover which is generally the Gross Turnover (Total Turnover) of the company whereas vide point no. 8 clause is mentioned that turnover mentioned in para 5 is in respect of execution of construction/ civil /engineering activities which is contradictory to each other.  Please Clarify and confirm as applicable.	As per RFP.



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7.	General	Bid Due Date	We are keenly interested to participate in the above bid with one of our JV partner being from Europe and as you are aware that due to spread of Covid19 there is being Lockdown prevalent in many European countries and the movement of international flight too is very less. In view of the above we require some more for submission of bid in JV, therefore request you to extend the date for submission of the bid for at least 30 days from actual date of submission.	Please refer to Amendment no.IV.
8.	Cl.4.9(ii), of DCA	<b>Co-ordination of the works</b> The Contractor acknowledges that in addition to the Agreement, it is also aware of terms of the other Project contracts and other .....	Please provide the detail applicability of obligation to the bidder with other project contracts	As Per RFP.
9.	Cl.8.2 (Vi) of DCA and Schedule A Annex.II of technical Schedules	"Right of Way"	There is contraction between clause 8.2 (vi) of DCA and Schedule A, Annex. II.However, we understand that Clause 8.2 vi of DCA shall prevail. Kindly confirm. We understand that the land for portal development shall be provided along with Appointed date. Kindly Confirm. Considering the ROW is not available for tunnel portals on the appointed date and shall be made available after 150 days of appointed date, the time schedule of 24 months is not realistic. Hence, please keep appointment date after handing over of overall land (90%) to contractor	As per Amendment No. -IV
10.	Cl. 19.9 (ii), DCA and 27.3, DCA	<b>19.9 Time of payment and interest</b> In the event ..... @ Bank Rate+ 3%per annum And <b>27.3 Delayed payments</b> In the event of delay ..... to Base Rate plus 2 (two) percent	Kindly confirm the interest rate in case of delay of payment.	As per RFP



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11.	Cl. 26.3, pg. DCA	Arbitration	Kindly confirm the procedure for appointment of Arbitrator and place of arbitration.	As per RFP.
12.	General		There is no information about the horizontal in-situ stresses in the rock mass for Tunnel. Kindly Provide the same.	All available document of DPR has been up-loaded on NHIDCL website.
13.			Whether we can propose sprayed concrete lining in place of cast in-situ lining as final lining in the tunnel to meet the requirement of schedule. Please confirm.	As Per RFP.
14.			We presume that design given in the DPR is for reference only. It is not binding to adopt DPR design and drawings. Kindly confirm.	Yes.
15.	Annexure 1 – Schedule B, subheading 1-A (h)	Dumping Areas	Dumping areas are on the Western portal side. Kindly confirm whether the land identified in Schedule B has been acquired by NHIDCL. The status of the type of ownership of the land has not been indicated, i.e. whether it is private land, government revenue land, forest land, etc.	Land Acquisition is in advance stage.
16.	General		Please provide the details of dumping areas towards the Eastern portal side.	As per RFP
17.			Approach road to identified dumping areas on the Western portal side have not been indicated and whether the land for construction to approach road to dumping site has been acquired by NHIDCL.	Responsibility rest with the EPC Contractor.
18.			We understand that excavated material from tunnel shall use in concrete lining and department did the necessary testing during investigation. Please confirm.	The excavated material which meet requirements of standard



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				specification as per MORTH and approved by Authority's engineer may be used after paying the royalty, if any.
19.		Drawing nos. NHIDCL/GOHA-KHELLANI/ROTARY/29+458(LHS) & 29+470 (RHS)/01/R1, NHIDCL/GOHA-KHELLANI/ROTARY/29+458(LHS) & 29+470 (RHS)/02/R1, NHIDCL/GOHA-KHELLANI/ROTARY/29+458(LHS) & 29+470 (RHS)/03/R1.	We understand that a culvert arrangement can be considered for cross-drainage in the area of Rotary Interchange. kindly confirm.	As per RFP
20.	Request for Proposal (RFP) Clause No-1.2.3	The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report/Detailed Project Report") is also enclosed.	The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report/Detailed Project Report") is not enclosed with the tender documents. Kindly provide the same.	Already uploaded on NHIDCL website.
21.		Tender Drawings	Drawings of Tunnel, Major Bridge, Rotary and Culverts are not enclosed with the tender documents. Kindly provide these drawings.	Please refer to Amendment No.IV.
22.	Technical Schedule Technical Specifications Clause no-1.1.2	The area in which the works are located is in hilly terrain, the project road starts from 33.161899° N and 75.800597° E and ends at 33.170924° N and 75.807764° E in the state of Jammu & Kashmir.	Coordinates of start point and end point of the project road does not match with the project location. Kindly clarify.	Please refer to Amendment No.IV.
23.	Technical Schedule Annex-I	Lighting and E&M Facilities: As per Contractor's detailed design subject to approval by the Authority	Tunnel safety facilities such as CCTV cameras, traffic lights, variable message signs, traffic loop detectors, emergency communications, alarm push buttons, fire detection systems	As per RFP.

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	Schedule B - Description of Project Clause no- 1. A. (e)	Engineer design.....fire detection systems etc. shall be provided as per Contractors detailed design.	etc. shall be provided as per contractors detailed design. <b><u>Please advise National/international standards for the basis of design of these services</u></b>	
24.	Technical Schedule Annex-I Schedule B - Description of Project Clause no- 1. A. (c)	Ventilation A longitudinal ventilation ..... Demand for Ventilation (2011).	Please advise vehicle density, type and ratio (like number of vehicle, petrol/diesel, Car/truck) in the tunnel and maximum vehicle fire size in the tunnel for the basis of tunnel ventilation design. Advise if cross passage Emergency/ normal ventilation shall be considered.	As per RFP.
25.	Technical Schedule Annex-I Schedule B - Description of Project	Tunnel (Uni-directional/Twins Tube)	The subject document depicts the Uni-directional tunnel cross section but there is no such information about cross section of Cross passage. Please advise the recommended cross section of the cross passage and distance between the two tubes.	As per Amendment no.IV.
26.	IRC: SP: 91-2010 Clause 2.8.2.5 Finished section of tunnel	Finished section of tunnel - Cross Passages	Please confirm that the cross passage shall be considered at angle of 30° to the alignment as recommended by IRC or advise deviations if any. Please note that we shall consider the spacing between the cross passage as per note 2 of IRC SP 91: 2010.	As per RFP.
27.	Technical Schedule Annex-I Schedule B - Description of Project	Tunnel (Uni-directional/Twins Tube)	The tunnel is Double tube unidirectional, however there is a chance of diverting traffic to one tube in case of any emergency/breakdown/ maintenance please advice if lighting Zone design shall be done for bi directional traffic case also.	Yes.
28.	Tunnel (Uni-	Technical Schedule	Please advise the source/scope and location of power supply	Cost of Power





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	directional/T wins Tube)	Annex-I Schedule B - Description of Project (Page No-15 of 149)	voltage to the tunnel portals.	supply during construction will be borne by the contractor.
29.	Draft Contract Agreement Article 14 Maintenance 14.1 Maintenance obligations of the Contractor	1 Maintenance obligations of the Contractor (i) The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations	Please clarify, At the Maintenance Period, Electricity (Supply Agency & DG Set) charges in the scope of contractor or end user ?	All responsibility rest with the contractor.
30.	Technical Schedule Schedule H - Contract Price Weightage Clause no- 1.3.2	Minor Bridges and Underpasses/Overpasses. Procedure for estimating the value of Minor bridge and Underpasses/Overpasses shall be as stated in table 1.3.2:	Table 1.3.2 is not mentioned in the documents.	No minor bridge in scope of work. As per RFP.
31.	Technical Schedule Annex-II Schedule A Dates for providing Right of Way of Construction	The dates on which the Authority shall provide Right of Way of Construction Zone to the Contractor on different stretches of the Site are stated below:	Authority is providing part ROW of length 460 meter, width 7 meter from chainage 29.030 to 29.490 on appointed date. Therefore we request you to kindly amend the completion period for the project as 3 years.	As per Amendment No. IV

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	Zone Sl. No. (ii)			
32.	Draft Contract Agreement Article 4 Obligations of the Contractor 4.8 Unforeseeable difficulties	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.	We request you to Kindly omit this clause.	As per RFP
33.		Order of preference of tender documents.	Kindly clarify the order of preference of tender documents.	As per RFP.
34.	Cl. 1.4 of DCA	<b>Priority of agreements and errors/discrepancies</b>	As the referred clause doesn't clearly mention the precedence/ priority between various documents i.e. RFP, EPC (Draft Concession Agreement), Schedules, BOQ & DOQ, Drawings, the same may be provided by the Authority.	As per RFP
35.	Cl. 7.5 (iii) of DCA  Cl. 7.5 (v) of DCA	<b>Retention Money</b>  Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 7.5 (ii).  The contractor may, upon furnishing an irrevocable and unconditional bankguarantee substantially in the form provided at <b>Annex-III of Schedule-G</b> , require the Authority to refund the Retention Money deducted by the Authority under the provisions of clause 7.5(i) Provided that the refund hereunder shall be made intranches of <b>not less than 1% ("One percent")</b> of the Contract Price.	Annexure-III of Schedule-G is not available in the bid document and Bidder request Authority to provide the same.  Bidder request Authority to modify the provision for replacement/ withdrawal of retention money deducted against bank guarantee in installment of <b>0.5% of contract price i.e. 10 total installments</b> . This will lead in helping to manage efficient cashflow during critical phase of the project performance.	As per RFP
36.	Cl. 10.3 (ii), DCA	<b>Liquidated Damages</b>  The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event	Considering the value of the project and the deduction of Liquidated damages (LD) will impact the cashflow, during critical phase of the project execution, Bidder request Authority to modify the referred clause as mentioned below.	As per RFP



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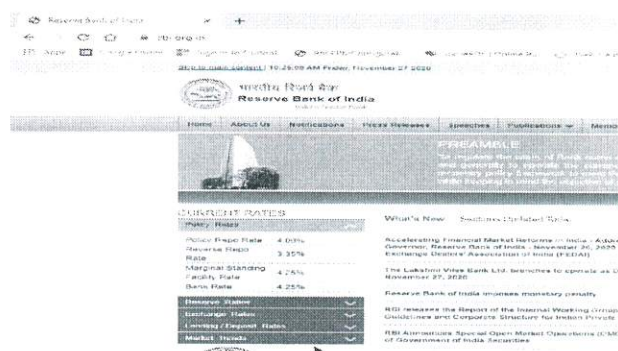
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		that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30(thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of <b>0.05% (zero point zero five percent)</b> of the Contract Price .... ..; provided further that in the event the Project Highway is completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3 (ii) shall be refunded by the Authority to the Contractor, but without any interest thereon.	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 ForceMajeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of <b>0.025% (zero point zero two five percent)</b> of the Contract Price .... ..; provided further <b>that in the event the (i) the successive milestone or (ii) Project Highway is completed within or before the Scheduled Completion Date</b> including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3 (ii) shall be refunded by the Authority to the Contractor, but without any interest thereon.	
37.	Cl. 10.3 (iii), DCA	<b>Liquidated Damages (LD)</b>  The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. Price .... .. The Parties expressly agree that the total amount of Damages under Clause 10.3 (ii) shall not exceed <b>10% (ten percent)</b> of the Contract Price. If the damages exceed 10% (ten percent) of the Contract Price, the Contractor shall be deemed to be in default of this agreement having no cure and the <b>Authority shall be entitled to terminate this Agreement by issuing a Termination Notice</b> in accordance with the provisions of Clause 23.1 (ii).	Based on the request above, Bidder request Authority to modify the referred clause with a maximum Liquidated Damages of <b>5% (Five Percent)</b> only.  It is also pertinent to mention that due to the heavy rate of LD per day, that is proposed to be levied and contractor will have very short duration to catch up the delayed portion of work, <b>the provision of termination on account of exceeding the maximum LD shall be deleted.</b>	As per RFP
38.	Cl. 14.1 (i) of DCA	<b>Maintenance obligations of the Contractor</b>  The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall	Maintenance period of 5 & 10 Years are proposed for Flexible pavement & Tunnel/ Bridge works which are very long. Bidder request authority to suitably modify the referred clause modifying/ incorporating the total maintenance period of only <b>3 &amp; 5 Years for Flexible pavement &amp; Tunnel/ Bridge works.</b>	As per RFP



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		<p>be paid:</p> <p>(a) <b>For flexible pavement with 5 years</b> Maintenance Period including structures: no maintenance charges shall be paid for the first year; 0.50% of the Contract Price each for the second, third and fourth year; and 1% of the Contract Price for the fifth year</p> <p>(b) .....</p> <p>(c) .....</p> <p>(d) For stand-alone <b>Bridge/ Tunnel works</b>: the contractor shall be paid @ 0.25% of the Contract Price each for the <b>first five years</b> and @ 0.50% of the Contract Price each for the <b>remaining period of five years</b>.</p>		
39.	Cl. 19 of DCA	The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate + 3%", equal to 10 % (ten percent) of the Contract Price, exclusively for mobilization expenses.	As Interest Bearing advance will have impact in cash flow of the project, we request you to make the interest free mobilization and equipment advance.	As per RFP
40.	Cl. 1(ii) of DCA	<p><b>Definitions and Interpretations.</b></p> <p>"Bank Rate" The standard rate at which Reserve Bank of India is prepared to buy or re-discount bills of exchange or other commercial paper eligible for purchase under the Reserve Bank of India Act 1934.</p>	<p>As per the official RBI website the Bank rate {a screenshot of the same is provided below} is mentioned as 4.25%. Kindly confirm the details is correct</p> 	As per RFP
41.	Cl. 19.2 (vi), DCA	<p><b>Advance Payment</b></p> <p>.....</p>	Cash flow during the initial phase of the project are critical as the periods involves mobilisation of manpower, huge fleet of construction plant and machineries. Deduction of about 15%	As per RFP



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		<p>The Advance Payment shall be repaid through percentage deductions from the stage payments determined by the Authority's Engineer separately for each Part of the Project Highway in accordance with Clause 19.5, as follows:</p> <p>(a) <b>deductions shall commence in the first Stage Payment Statement;</b></p> <p>(b) deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (eighty percent) of the Schedule Construction Period is over;</p>	<p>of each stage payment in the first Stage payment statement itself will have huge cascading effect in managing the cashflow, Hence, Bidder request Authority to modify the said clause as mentioned below</p> <p>(a) deductions shall commence in the next Stage Payment Statement following that in which the total of all certified stage payments (excluding the advance payment and deductions and repayments of retention) exceeds <b>20% (Twenty percent)</b> of the Contract Price; and</p> <p>(b) deductions shall be made at the rate of <b>21% (Twenty One percent)*</b> of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when <b>90% ( Ninety percent)</b> of the Contract Price has been certified for payment.</p> <p><b>*21% (Twenty three percent)</b> shall comprise 14% (10% Mob Adv / (90%-20% period) for recovery of advance for mobilisation and 7% (5% Mob Adv / (90%-20% period) for recovery of advance against newly purchased key construction equipment required for work.</p>	
42.	Cl. 21.5 (ii) of DCA	<p><b>Duty to report Force Majeure Event</b></p> <p>The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than <b>10 (ten) days</b> after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement</p>	<p>As the time period of 10 (ten) days are very short in nature during the occurrence of Force Majeure event, kindly modify the same to <b>28 (Twenty Eight) days</b>.</p>	As per RFP
43.	Cl. 22 of DCA	<p><b>Suspension of Contractor's Rights</b></p>	<p>Kindly incorporate the provision for Contractor for Suspension due to Authority's Default along with Cost &amp; Time</p>	As per RFP

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			compensation due to prolonged suspension period.																																																									
44.	Annex-II (As per Clause-8.3 (i))  Schedule A	<p>Dates for providing Right of Way of Construction Zone</p> <p>The dates on which the Authority shall provide Right of Way of Construction Zone to the Contractor on different stretches of the Site are stated below:</p> <table><thead><tr><th>Sl. No.</th><th>From (Km)</th><th>To (Km)</th><th>Length (m)</th><th>Width (m)</th><th>Date of providing Right of Way*</th></tr></thead><tbody><tr><td>-1</td><td>-2</td><td>-3</td><td>-4</td><td>-5</td><td></td></tr><tr><td rowspan="5">(i) Full Right of Way (full width) New Alignment</td><td>28+490</td><td>31+080</td><td>1590</td><td>51.5</td><td rowspan="5">150 (one hundred and fifty) days after the Appointed Date -</td></tr><tr><td>31+080</td><td>31+150</td><td>70</td><td>40</td></tr><tr><td>31+150</td><td>31+180</td><td>30</td><td>30</td></tr><tr><td>31+180</td><td>31+300</td><td>120</td><td>40</td></tr><tr><td>31+300</td><td>31+400</td><td>100</td><td>30</td></tr><tr><td></td><td>31+400</td><td>31+448</td><td>48</td><td>18</td><td></td></tr><tr><td>(ii) Part Right of Way (part width)</td><td>29.030</td><td>29.490</td><td>460</td><td>7</td><td>On Appointed date</td></tr><tr><td rowspan="2">(iii) Balance Right of Way (width)</td><td>29.030</td><td>29.100</td><td>70</td><td>8</td><td rowspan="2">150 (one hundred and fifty) days after the Appointed Date -</td></tr><tr><td>29.100</td><td>29.490</td><td>390</td><td>10-45</td></tr></tbody></table> <p>*The dates specified herein shall in no case be beyond 150 (one hundred and fifty) days after the Appointed Date.</p>	Sl. No.	From (Km)	To (Km)	Length (m)	Width (m)	Date of providing Right of Way*	-1	-2	-3	-4	-5		(i) Full Right of Way (full width) New Alignment	28+490	31+080	1590	51.5	150 (one hundred and fifty) days after the Appointed Date -	31+080	31+150	70	40	31+150	31+180	30	30	31+180	31+300	120	40	31+300	31+400	100	30		31+400	31+448	48	18		(ii) Part Right of Way (part width)	29.030	29.490	460	7	On Appointed date	(iii) Balance Right of Way (width)	29.030	29.100	70	8	150 (one hundred and fifty) days after the Appointed Date -	29.100	29.490	390	10-45	It is seen only Part Right of Way (ROW) for length of about 460m will be provided on Appointed Date and the balance portion of ROW and ROW for tunnel portion will only be provided on 150 (one hundred and fifty days after the Appointed Date) i.e. 5 months. Hence the work of Tunnel will only be commenced after 5 <sup>th</sup> month. Considering that, the total time allocated i.e. 2 years shall be modified to atleast 2.5 Years i.e. 30 months.	As per Amendment No.IV.
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(i) Full Right of Way (full width) New Alignment	28+490	31+080	1590	51.5	150 (one hundred and fifty) days after the Appointed Date -																																																							
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(iii) Balance Right of Way (width)	29.030	29.100	70	8	150 (one hundred and fifty) days after the Appointed Date -																																																							
	29.100	29.490	390	10-45																																																								
45.	Schedule – B (h)	Muck Dump Disposal  .....  The most suitable locations for dumping the muck that would be generated from the Goha Khellani tunnel and its approach road have been shown in below table	The identified locations for muck dumping is about 30km from the project vicinity hence Bidder request Authority to allocate nearby locations for muck dumping.	As per Schedule B.																																																								
46.	Sr.6, S-7, Data Sheet	BID Due Date	Due to extremely difficulties faced due to Corona pandemic coupled with restrictions placed in the Lock down/ Unlocking period and extension of Lockdown by major states, Bid preparation and submission requires considerable amount time period as this work involves site visits with our Designer and coordination with many vendors/ supplies/ manufactures, we request Authority to accept our reasonable demand and extend the bid submission due date by atleast 3 weeks days from the receipt of pre bid replies, i.e. end of Dec-20.	As per Amendment No-IV.																																																								
47.	Cl. 1.2.3/ P. no 10 of	Extract of Text in the Tender Documents	No Document related to the Feasibility Report/DPR has been found enclosed with the Tender Documents . You may kindly	All available documents of																																																								



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S.N.	Clause	Description	Suggestions/Query	Reply
	RFP	The complete Bidding Documents including the draft agreement for the project is enclosed for the Bidders. The Feasibility Report/ Detailed Project Report prepared by the Authority/ Consultants of the Authority (the "Feasibility Report / DPR") is also enclosed....."	requested to provide the Relevant Design Documents.	DPR has already been uploaded on NHIDCL website.
48.	Annex-III (Schedule – A), Alignment Plans.	<b><u>Extract of Text in the Tender Documents</u></b>  "The alignment of the Project Highway is enclosed in the Alignment Plan and indicated below. Finished road level indicated in the Alignment Plan shall be followed....."	"The project Alignment plan as mentioned in Annex-III is not legible/ readable. You are kindly requested to provide the Project Alignment Plan which is legible /readable.	Please refer to Amendment No-IV.
49.	Annex-I (Schedule-B), Cl. A	Tunnel Details	In the details of Tunnel, the details of the Cross Passage & Control Building are not clear. Kindly share these details about the above structure.	Please refer to Amendment No-IV.
50.	Annex- I (Schedule-B), Cl. A, Sub-Cl.h	Muck Disposal	You are kindly requested to intimate about that condition of road leading from the Work Site to the Muck Disposal Location. Is it black topped or otherwise. Also, please clarify whether it can be used in its present condition or is any construction/ up-gradation required to be undertaken by the Bidder/Executing Agency.	Contractor responsibility.
51.	Cl. 17/ P.no 29 to 34 of the Technical Schedule	" Indicative Chainage with applicable Typical Cross Section...)"	The TCS Type mentioned in the TCS Schedule Table of the Main Road is not properly visible/ legible. You may kindly requested to provide all the TCS in the Table mentioned above for us to estimate the cost of the Project.	Please refer to Amendment No-IV.
52.	Clause 7.4 (i) of Article7- Draft Contract Agreement	<b>7.4 Release of Performance Security</b> (i) The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until	Request you to consider the following regarding release of Performance Security : i) Release of 50% Performance security on issue of completion certificate ii) Release of balance 50% within 60 days of the expiry of the Maintenance Period or the Defects Liability Period.	As per RFP



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		all Defects identified during the Defects Liability Period have been rectified.	iii) The contractor may be allowed to replace the balance 50% of Performance security after issuance of completion certificate with a Corporate Guarantee.	
53.	Clause 7.5 of Article 7- Draft Contract Agreement	<b>7.5 Retention Money</b> (i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.	As per Office Memorandum dated 12.11.2020 of Ministry of Finance, it was directed to reduce the Performance Security from 5-10% to 3% of Contract Price. Since Performance Security is 3% of Contract Price, it was understood that there would not be any deduction towards Retention Money. <b>Please confirm.</b>	As per RFP
54.	Clause 9.2 of Article 9- Draft Contract Agreement	<b>9.2 Shifting of Obstructing Utilities</b> The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. The scope of work of such shifting of Utilities shall be as indicated in Schedule-B-1. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Authority.	In the event of any delay beyond the Control of the Contractor, the Contractor shall be entitled to a reasonable Time Extension and damages.  We presume that the Authority will obtain all the necessary clearances, approvals/ permissions from the concerned utility owning entity.	As per RFP
55.	Clause 10.2 (iv) © and 10.2 (v) - Draft Contract Agreement	(c) within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its approval/observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. 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;	Clause 10.2 (iv) ©provides for timeline for review and approval of Design and Drawings by the Authority Engineer.  Clause 10.2 (v) states that delay on part of Authority Engineer shall be borne by the Contractor.  Contractor shall be entitled for delay and cost in the event of delay by AE.	As per RFP



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S.N.	Clause	Description	Suggestions/Query	Reply
		(v) Any cost or delay in construction arising from review/approval by the Authority's Engineer shall be borne by the Contractor.		
56.	19.2 (i) - Draft Contract Agreement	The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate+ 3%", equal to 10 % (ten percent) of the Contract Price, exclusively for mobilization expenses. The Advance Payment for mobilization expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier.	We request for release of " <b>Interest free</b> " advance equal to 10% of the Contract Price in two instalments.	As per RFP
57.	Clause 19.2 (ii) - Draft Contract Agreement	The Advance Payment for mobilization expenses and for acquisition of key new Construction equipment would be deemed as interest bearing advance at the applicable interest rate (@ "Bank rate + 3%"), to be compounded annually on a reducing balance basis. The interest would be recovered along with the recovery of mobilization Advance Payment as per provision laid down for the mobilization advance recovery.	Bank rate is declared from time to time and is not a fixed rate. It is understood that the interest portion from the date of payment of Advance payment till recovery of the same will be calculated considering flexible interest rate. Please confirm.	As per RFP
58.	Clause 19.2 (iv)- Draft Contract Agreement	(iv) At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to the Authority for the second instalment of the Advance Payment along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten percent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.	We request to Allow for BG value equivalent to the Advance Payment.  Please confirm.	As per RFP
59.	Clause 19.2 (iv) 2 <sup>nd</sup> Para- Draft Contract Agreement	The Contractor has the option of splitting the Bank Guarantee against Advance Payment for mobilization expenses into parts, each not less than 2.75% (two point seven five per cent) of the Contract Price. Each part of the guarantee shall remain effective till full repayment of such part advance corresponding to this bank guarantee. Such part of Bank Guarantee shall be returned to the Contractor on recovery under the Agreement of the full amount of such part guarantee within 30 (thirty) days of the said recovery.	We request for the option of splitting the Bank Guarantees in tranches of 5 crores.	As per RFP
60.	Clause 19.10-	<b>19.10 Price adjustment for the Works</b>	We feel that there has been a typographical error. This shall	As per

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S.N.	Clause	Description	Suggestions/Query	Reply
	Draft Contract Agreement	AI = The WPI for construction machinery for the month three months prior to the month to which the IPC relates.	be corrected to "wholesale price index as published by the Ministry of Commerce & Industry, Government of India (hereinafter called "WPI") for "Manufacture of machinery for mining, quarrying and construction."	Amendment no-IV
61.	Annex-II of Schedule A - Technical Schedule	Dates for providing Right of Way of Construction Zone	Please provide the details of current status of land acquisition of the Project Highway?	The land acquisition is in advance stage.
62.	Annex-II of Schedule A - Technical Schedule	Dates for providing Right of Way of Construction Zone	As per clause 8.2 (v)-DCA, it was provided that <i>"The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all the land comprising the Project in the Authority and has taken possession of area for Construction Zone for at least 90% (ninety per cent) of the total length of the Project Highway "</i> . However, as per Annex-II of Schedule-A, only partial ROW for 460m out of total 2419m is being handed over on Appointed Date and balance within 150 days after Appointed Date. Please confirm, whether the total ROW will be made available as per Annex-II Schedule A or in 2 stages of 90% on Appointed date and balance 10% within 150 days from Appointed date?	Please refer to Amendment no-IV
63.	Schedule B-1- Technical Schedules	Felling of Trees – 100 Nos	Please confirm the trees are in forest area / non-forest area.	Non forest area.
64.	General		We presume that the scope of maintenance does not include the scope of overlaying of flexible pavement. Please confirm?	As per RFP.
65.	Clause 8.5- Draft Contract Agreement	<b>8.5 Protection of Site from encroachments</b> On and after signing the memorandum and/or subsequent memorandum referred to in Clause 8.2, and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock	As the project is located in a geo-political sensitive zone involving working of national and international expats including personnel of Authority and Authority Engineer, it is requested that Authority contemplate providing security cover at his cost	As per RFP.



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S.N.	Clause	Description	Suggestions/Query	Reply
		vigil over the Site and shall ensure and procure that no encroachment takes place thereon. During the Construction Period, the Contractor shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Sub-contractor or other person claiming through or under the Agreement to place or create any Encumbrance or security threat over all or any part of the Site or the Project Assets, or on any rights of the Contractor therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its own cost and expenses.	through other sources during the Construction and DLP.	
66.	Clause 8.3-Draft Contract Agreement	<p><b>Damages for delay in handing over the Site</b></p> <p>(iii) (b) Provided that if any Works cannot be undertaken within the municipal limits of a town or within any area falling in a reserved forest or wildlife sanctuary or the stretches where vacant access and Right of Way could not be handed over, as the case may be, because the requisite clearances or approvals or affected land parcels for commencing construction of Works therein have not been given within 180 (one hundred and eighty) days of the Appointed date, the affected Works shall be deemed to be withdrawn under the provisions of this Clause 8.3 (iii) (a). Such Works shall not be computed for the purposes of the aforesaid ceiling of 10% (ten per cent) hereunder.</p> <p>(c) Provided further that in case such stretches (as mentioned in Sub-Clause (b) above) can be handed over to the Contractor before the expiry of the original Scheduled Construction Period of the Project Highway, and the Contractor agrees to take up the work, the same may be allowed to be executed by him with corresponding Extension of Time, subject to the condition that the Contractor shall not be entitled to raise any claims on account of prolongation costs in this behalf. Bidder requests to kindly provide cost compensation for such stretches where ROW has been handed over after 180 days from the Appointed date but before expiry of the</p>	Bidder requests to kindly provide cost compensation for such stretches where ROW has been handed over after 180 days from the Appointed date but before expiry of the original scheduled construction period.	As Per RFP.

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S.N.	Clause	Description	Suggestions/Query	Reply
		original scheduled construction period.		
67.	Clause 10.3– Draft Contract Agreement	<b>Construction of the Project Highway</b> (ii) 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 Project Highway is completed....	Bidder requests to please consider the value of pending works in place of the whole Contract Price for calculation of Damages.	As per RFP.
68.	Clause 39 – Attachment D1 - Technical Specifications	<b>Water Proofing System</b>	Bidder requests to please provide the specification details for the water proofing works.	Please refer to Amendment No-IV.
69.	Clause 1 (h) – Annex-1 – Schedule B	<b>Muck Dump Disposal</b>	Bidder requests to clarify whether the slope protection measures for the muck disposal sites / areas is in the Contractor's scope or the Client will provide the protection. Please clarify.	Yes, As schedule B It is the responsibility of Contractor make site suitable slope protection measure to use in development of Muck site.
70.	Clause 5– Attachment D1 - Technical Specifications	<b>Tunnel Excavation</b>	Can the Bidder use the tunnel excavated material for primary and secondary lining concrete based on the test details. Please confirm.	Yes, The excavated material which meet



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				requirements of standard specification as per MORTH and approved by Authority's engineer may be used after paying the royalty, if any.
71.	Clause 15 – Annex-1 – Schedule B	<b>Slope Protection - Gabion Wall</b>	Bidder requests to allow RCC wall construction instead of Gabion wall based on the design modifications.	Being an EPC project, the Contractor can design with alternate better technology as per the latest code/specifications acceptable to NHIDCL with the approval of Authority's Engineer.
72.	Clause 8 – Attachment D1 – Technical Specifications	<b>Blasting</b>	Bidder requests to clarify whether a Third Party Blasting expert is required or an in-house geology expert can be provided for blasting works.	As per RFP.
73.	General	<b>Drawings</b>	As the drawings are not clear, it is requested to please provide an AutoCAD version of the same.	Please refer to Amendment No-IV

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on EPC Mode (Package -III).-replies of pre bid queries.**

S.N.	Clause	Description	Suggestions/Query	Reply
74.	General	Geotechnical Investigation survey and Topographic survey Data	Bidder requests to please provide the mentioned data.	All available document of DPR has been uploaded on NHIDCL website.
75.	General	Submission Date	We request you to provide minimum 6weeks of time for bid submission after final release of pre-bid clarifications and addendums if any.	Please refer to Amendment No-IV

  
**(B.Shivprasad)**  
**General Manager(T)**  
**(07.12.2020)**