

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

S. No.	Ref Clause	Suggestion	Query	Reply																						
1	Technical Schedule, Schedule A, Annexure - IV	Third para stated that, "The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F'"	Kindly provide the location, distances from portals and capacity of identified dumping yards	As per amendment No-04.																						
2	Schedule B, Annexure - I Cl. 2 (xi)	Sketches of Typical Cross Sections. (Not visible properly)	Kindly provide set of drawings inclusive of Plan & Profiles, Typical Cross Sections, Structural details of tunnels, bridges, Culverts, Slope protection & stabilizations, MEP details etc	Please refer to Amendment No-03. Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.																						
3	Schedule B, Annexure - I Cl. 6 & 6.1	<table border="1"> <thead> <tr> <th rowspan="2">Sr. No.</th><th colspan="2">Chainage in m</th><th rowspan="2">Length in m</th><th rowspan="2">Remarks</th></tr> <tr> <th>From</th><th>To</th></tr> </thead> <tbody> <tr> <td>1</td><td>10+600</td><td>15+200</td><td>2360</td><td>Trapezoidal line drain</td></tr> <tr> <td>2</td><td colspan="2">Box cutting portion</td><td>1410.0</td><td>Trapezoidal line drain</td></tr> <tr> <td>3</td><td colspan="2">Catch water drain</td><td>1050.0</td><td>Trapezoidal Drain</td></tr> </tbody> </table>	Sr. No.	Chainage in m		Length in m	Remarks	From	To	1	10+600	15+200	2360	Trapezoidal line drain	2	Box cutting portion		1410.0	Trapezoidal line drain	3	Catch water drain		1050.0	Trapezoidal Drain	Kindly provide the Location /Chainage and TYPICAL CROSS-SECTIONAL details of Trapezoidal line drain and Chute drain as per requirements.	As per RFP.
Sr. No.	Chainage in m			Length in m	Remarks																					
	From	To																								
1	10+600	15+200	2360	Trapezoidal line drain																						
2	Box cutting portion		1410.0	Trapezoidal line drain																						
3	Catch water drain		1050.0	Trapezoidal Drain																						
4	Schedule B, Annexure - I Cl. 7	Location and width of two proposed bridges and eight Culverts has been shown	Request to provide the Bore-Log details at bridge and Culvert locations.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for																						

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				reference purpose only.
5	Schedule B, Annexure - I CL. 12	As the project involves cutting of the hill slopes, it's imperative that slopes are stabilized for ensuring longevity of the slopes and the road. Slope stability, erosion control and landslide correction shall be accomplished in accordance with IRC: SP 48:1998. Reference may be drawn from IRC: 56-2011.	Kindly provide the technical specifications and chainages / Locations where protection works like Vetiver grass, Seeding and Mulching, Non-woven Coir Erosion Control Blanket, Turfing with Sods, vegetated Bamboo Crib Wall, Retaining Wall, Gabion RE Wall, Breast Wall, Toe Wall etc are being required.	As per RFP.
6			Request to provide us Geological Baseline Report with the detail of Rock Classification along the chainage of Tunnel and class wise detail/drawings of applicable support system	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
7			We request, kindly provide the list of approved Rock/sand quarries within the vicinity of the project	Bidders are requested to visit the site and bid accordingly
8			Kindly share the Material Test Report of tunnel muck, request to confirm whether the excavated tunnel muck can be used for production of aggregates. Kindly confirm	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
9			Considering the unexpected geological occurrences experienced in	As per RFP.

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			underground works of Himalayan area, it is requested to provide the conditions of Extraordinary Geological Occurrences (EGO)	
10	Schedule-H. Procedure of estimating the value of work done.	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of stage in full length or 5(five) km length, whichever is less.	Total length of road excl. tunnel is 2.1km which is Green Field alignment. Similar to other NHIDCL tenders, request to convert the roadwork payment stage as, "Unit of measurement is linear length. Payment of each stage shall be made on prorata basis on completion of a stage in Length not less than 500m" Please confirm.	As per Amendment no-04.
11	Schedule-H. Procedure of estimating the value of work done	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.	Considering the weightage of payment and its respective expenditure, it is experienced that large amount gets blocked with respect to the current payment stage and it affects the project cash-flow very badly. Therefore, in many NHIDCL tenders, the said stage of payment has been converted as, <i>"Unit of measurement is linear meter. Payment of each stage shall be made on prorata basis of completion of a stage in a continuous length of 50 meter of individual tube. 40% of payment shall be made against HEADING work and 60% of payment shall be made against BENCHING work."</i> Please confirm.	As per Amendment no-04.

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12	NHAI/Policy Guidelines Morth wide circular no. H-39011/30/2015-P&P(VII)dated 01.06.2017has issued guidelines regarding sharing of complete DPR along with the NIT/RFP Standard Document/2023 Ploicy Circular No.11.51 dated 3rd August,2023	Morth wide circular no. H-39011/30/2015-P&P(VII)dated 01.06.2017has issued guidelines regarding sharing of complete DPR along with the NIT/RFP	With reference to the NHAI Circular No., it is requested, kindly share the complete DPR of this project.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
13			Kindly provide the KMZ file of Project.	All available documents have already been provided for reference purpose only.
14			Please provide the name and contact number of local authority of NHIDCL for Site Visit.	As per RFP.
15	RFQ, Clause 2.5, Site Visit	No approach roads are available to reach upto Outlet Portal.	During our site visit of above cited project with yours representative, it is noticed that there is no approach / access road is available upto outlet portal. Request to provide proper approach road / access road with sufficient gradient and width to ply heavy construction equipments till the tunnel portal from existing National Highway. Please confirm.	Bidders are requested to visit the site and bids accordingly.
16	RFQ, Caluse 2.5, Site Visit	High gradient & very narrow approach road is available to reach upto inlet Portal.	During our site visit of above cited project with yours representative, it is noticed that available approach / access road is very narrow and having high gradient upto outlet portal. It is	As above.

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			also passing through private land and difficult to ply loaded heavy vehicles. Request to provide proper approach road / access road with sufficient gradient and width to ply heavy construction equipments till the tunnel portal from existing National Highway. Please confirm.	
17	RFQ, Caluse 2.5, Site Visit	Third para stated that, "The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F'"	Kindly provide the location, distances from portals and capacity of identified dumping yards.	As per Amendment No-04.
18	RFQ, Caluse 2.5, Site Visit	Tunnel Rock Classification	Request to provide percentage of rock classifications of twin tunnels.	As per RFP.
19	RFQ, Caluse 2.5, Site Visit	Bore Log Details	Please provide the Bore-log details taken along the tunnel alignment and structural locations.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
20	DPR Drawings	Architecture and Structural Drawings are available in pdf format.	It is requested to provide Architectural and Structural AUTOCAD Drawings along with contour plan.	All available documents have already been provided for Reference purpose.
21	Eligibility as per Tender Notice	Our Work Experience		
	Highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, railways	We have very good experience & expertise in the execution of underground tunnels for NF Railways for laying broad gauge lines, Hydroelectric projects etc., as a member of a Joint Venture Firms and also on our own.	(i) Please clarify whether execution of underground tunnels for laying railway lines is considered as highway sector	As per RFP.

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	(construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/reconstruction cost of Jetties, any other linear infrastructure including bridges etc.); and		(ii) Please clarify whether execution of Hydro Electric Project is considered highway sector or core sector	
22	Core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage water supply, stadium, sewerage water supply, stadium, hospitals, hotel, smart city, warehouse/Silos, oil and gas and real estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/municipality			As per RFP.

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	road, real estate projects which demonstrate road development/construction bridges or culverts			
23	<p>In Section 2 Threshold Technical Capacity</p> <p>For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [10 (Ten)] financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 & (ii), is more than [Rs. 893.79 crore (Rs. 893.79 Crore)] (the "Threshold Technical Capacity").</p>		Please Clarify Threshold Technical Capacity Rs. 893.79 Cr or Rs. 1000 Cr	As per Clause 2.2.2.2 (i) page no 24.

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	In Section-7 Data Sheet Threshold Technical Capacity			
	Threshold Technical Capacity: Rs. 1000 Crore.			
24	19.2	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 mobilisation expenses.	To improve project cashflow, kindly provide an interest-free advance for the subject project.	As per RFP.
25	2.2.2.2 (iii) (b)	<p>For Standalone Specialised Project Tunnel Project:</p> <p>"The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric projects etc.) having at least 50% of the cross-sectional area of the tunnel (i.e. 42.596 sqm) to be constructed and 20% length of the tunnel (i.e. 0.50 km) to be constructed in this project or 2 km, whichever is less and the cost of such project shall be at least 20% of the Estimated Project Cost (i.e. Rs. 178.76 Cr.) or Rs. 1000 crore, whichever is less. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost (i.e. Rs. 178.76cr.) or ₹ 1000 Cr., whichever is less."</p>	<p>criteria, the size of TBM Metro Tunnels in India has finished cross-sectional area of 26 Sqm (diameter 5.8 m) & excavated cross-sectional area 33 Sqm (diameter 6.5 m). Hence, we request you to modify the clause as below,</p> <p>"The Sole Bidder or in case the bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in last 10 (ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/ railway/ metro rail / irrigation/ hydro-electric projects etc.) having at least 50% of the cross- sectional area of the tunnel (i.e.42.596 sqm) 26.0 Sqm or the cross-sectional area of Metro Tunnel in India, to be constructed and 20% length of the tunnel (i.e. 0.50 km) to constructed in this project or 2 km, whichever is less and the cost of such project shall be at least 20% of the Estimated Project Cost (i.e. Rs.</p>	As per RFP.

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			178.76cr.) or Rs. 1000 crore, whichever is less."	
			Please confirm.	
26	10.3.i	The 913th day from the Appointed Date shall be the scheduled completion date the "Scheduled Completion Date"	In Schedule J, Page no - 90, cl. No - 5.1, Scheduled Completion period mentioned is 1096 days from Appointed date. Request to please confirm which date is to be followed?	As per Schedule -J. Schedule Completion is 1096 days.
27	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 is also enclosed.	Request to please share Feasibility Report / Detailed Project Report prepared by the Authority/ consultants for getting more information about the Tender.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
28		Land for Site Establishment	We request client to provide Land for setting up our Site Establishments close to the Project, free of cost. Please confirm.	As per RFP.
29		Detailed Geotechnical Investigation of Project	Request to please share Geotech Investigation Report carried out by Authority.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
30	2.d of Schedule-C	The landscaping and tree plantation shall be provided. The locations for these provisions shall be finalized in consultation with Independent Engineer.	We request client to provide Total number of Trees to be planted along with Location & Type of plant.	As per Amendment No-4.

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31	12.ii of Schedule B	Disposal of cut material: Spreading & Compaction of Roadway cutting and excavation from drain and foundation of other structures surplus material in layers not exceeding 300mm thickness at selected disposal's location by Dozer at least four passes including construction of approach road to dumping site.	We request client to let us know the location of Dumping site, as it will be required for assessing the cost of development of the same, such as Access Road, levelled ground, construction of Gabion Toe wall etc.	As per Amendment No-4.
32	i	The alignment of the Project Highway is enclosed in alignment plan. Finished road level indicated in the alignment plan shall be followed by the contractor as min. FRL.	Request to please share Tender Drawings & Plan - Profile of Project alignment. Also request to please share KMZ file for the alignment.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
33	7.d.ii	Passive fire protection systems: Tunnel lining and interiors may be coated with fireproof coatings to keep the strength of structural elements and concrete lining within safe temperature ranges.	Request to please let us know Fireproofing coating details [Specifications] required to be utilised for Tunnel coating from inside.	As per RFP.
34	7.e	Tunnel lighting system: The secondary source is anticipated to come from Alternate source of energy i.e., Solar Power Voltalic cell.	Request to please let us know Solar Power Voltalic cell details [Specifications] required to be utilised as secondary source for Tunnel Lighting system.	As per RFP.
35	12	Special Requirement for Hill Roads: As the project involves cutting of the hill slopes, it's imperative that slopes are stabilized for ensuring longevity of the slopes and the road. Slope stability, erosion control and landslide correction shall be accomplished	Request to please provide the stretch of Hill Road slopes to be stabilized.	As per RFP.
36		Telecommunication	Request you to kindly provide us information on Telecommunication facilities available at Project site such as Telephone Lines and Mobile Phone connectivity.	Bidders are requested to visit the site and bids accordingly.

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37	13.4 Restrictions on Change of Scope of Article-13 of DCA	The total value of all Change of Scope Orders shall not exceed 10% of the Contract Price.	We request you to kindly remove restriction in value of Change of Scope, as there could be any variation in rock class and unlimited geological surprises in the Tunnel projects. This may also limit methods to tackle tunnelling under adverse conditions and difficult & poor geology and result in leaving us all helpless.	As per RFP.
38	General	Weather at Project Site	Request you to kindly share the temperature, rainfall and snowfall data of the last few years in the Project Area. This is essential for proper planning of work.	Bidders are requested to visit the site and bids accordingly.
39	General	Auto CAD Drawings	Request you to kindly share Contour Drawings in AutoCAD format of the entire Project Area, particularly the area around Tunnel Portals and Tunnel profile, alignment and cross section.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
40	Article-1 of DCA	Appointed Date: means the date declared by the Authority as the project commencement date with the consent of the contractor	Request to let us know Appointed date with respect to Letter of Award of Contract to the Contractor.	As per RFP.
41	4.8 of Article -4 of DCA	Unforeseeable Physical conditions: Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.	The Project site is a Greenfield Project, presently not accessible due to high altitude and also terrain conditions. We propose, client to compensate contractor for any such situation that may be encountered during Execution, which is difficult to anticipate during Tender stage to be fully taken into consideration. Also if	As per RFP.

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			such situation arises request client to appropriately adjust schedule completion period as well. Please confirm.	
42	3.i of Sch-P	The Insurance cover shall be not less than: Rs. [****]	Request to please let us know the value of Insurance to be taken for Insurance against injury to persons and damage to property.	As per RFP.
43	ITB	Last date of sending queries is 3rd Nov 2023.	Please allow to submit additional queries by 15th Nov 2023.	As per RFP.
44	6 of Sce-7 of RFP	Bid Due Date: 23.11.2023 up to 1100 Hrs	This is a complex project to design. Further, as the geotechnical details are not given in the tender documents, and all underground variation risk lies with contractor; we want to perform detailed subsoil investigations for this project in tender stage. Also, our design will be finalised, only after receipt of replies to above queries. Hence additional time is required for bid preparations. We request you to kindly extend the Bid Due Date for at least 60 days from the date of issue of response to pre-bid queries.	As per Amendment no-3
	Ref Clause	Suggestion	Query	Reply
45	General Project clearances	Status of Mandatory Clearances.	It is requested to provide the latest status of following <ul style="list-style-type: none"> • Land Acquisition • Rehabilitation & Re-Settlement Status • PIB and CCEA Clearance • Any other (like clearances from Defense etc. if applicable). Also request to confirm the tentative timeline for these clearances	Bidders are requested to visit the RO's Office at Aizawl and obtain the required details.

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46	General - Drawings		Request to provide the basic drawings of Project Alignment, Cross Sections at regular interval, overburden drawings etc.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
47	General - Drawings	Drawings of project layout are not provided.	Please provide AutoCAD & PDF drawings of project layout superimposed on contour map for proper understanding.	As above.
48	General - Quarry		We understand that the muck obtained tunnel can be utilised as aggregate in project components. Kindly confirm. Further, request to provide details of nearby identified and approved quarries, rocks and sand	As per RFP.
49	Annex-IV; Schedule A; Schedules	The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F'	It is requested to provide the details of identified muck dumping sites along with capacities and tentative distances respective project components.	As per Amendment No-04.
50	Draft Contract Agreement / Cl 4.7: Electricity, water and other services;	The Contractor shall be responsible for procuring of all utilities as may be required, including without limitation, adequate power, water and other services.	Kindly provide the tentative information regarding nearby availability of following: <ul style="list-style-type: none"> • Potable water • Construction water • Infrastructure Facilities • Nearest Grid 	Bidders are requested to visit the site and bids accordingly.

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51	General - Geotechnical Investigation Reports	GTI Reports	It is requested to provide the Geotechnical Investigation Reports to get clarity on the rock class/type.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
52	Cl 2.17; RFP;	2.17 Validity of BIDs The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority.	Please add the following at the end "However, Bidder shall free to deny such extension without forfeiting its Bid Security."	As per RFP.
53	Cl 2.20.3; RFP;	2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.	It is requested to include the following at the end, "Bid Security of all the unsuccessful Bidders shall be returned on the date of notifying the successful Bidder or bid validity expiry date, whichever is earlier."	As per RFP.
54	APPENDIX -IA IA LETTER COMPRISING THE TECHNICAL BID/ 13 read with Annex-I Details of Bidder of Appendix IA / 7 (a) and (b); RFP,	13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our Director/managers/employees	It is requested to rephrase the clause as: "13. I/ We further certify that no final adverse order by a regulatory authority is passed either against us/any member of Joint Venture or against our CEO or any of our directors/managers/ employees that would directly affect performance of this Agreement."	As per RFP.
55	Appendix-VII	9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been	It is requested to delete this clause.	As per RFP.

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	VII FORM OF BANK GUARANTEE/ Cl 9; RFP;	duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.		
56	Draft Contract Agreement/ Cl 1.1;	"Appointed Date" means the date declared by the Authority as the project commencement date with the consent of the contractor, as per the process prescribed in Article 3 and 8 of this Agreement	Please add that "the Appointed Date shall be declared not later than 30 days from the date of LOI."	As per RFP.
57	Draft Contract Agreement/ Cl 1.1;	"Change in Law" means the occurrence of any of the following after the Base Date:	It is requested to clarify whether Change in Law includes Changes in taxes, cess, custom duties, other levies also.	As per RFP.
58	Draft Contract Agreement/ Cl 1.4;	i) This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:	Please list out the documents forming part of the Agreement. It is also requested that the order of precedence to be accordingly provided for each document listed.	As per RFP.
59	Draft Contract Agreement/ Cl 3.1 (v);	3.1 Obligations of the Authority (v) Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 3.1 (iv), 8.3 and 9.5 shall not exceed 1% (one per cent) of the Contract Price.[..]	It is requested to delete this mentioned sub-clause.	As per RFP.
60	Draft Contract Agreement/ Cl 4 - Obligations relating to sub-contracts and any other agreements;	(ii) In the event any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five percent) of the Contract Price, the Contractor shall communicate the name and particulars, including the relevant experience of the Sub-Contractor, to the Authority prior to entering into any such sub-contract.		As per RFP.

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61	Draft Contract Agreement/ Cl 4.8;	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.	It is requested that the contractor shall be entitled to justified Extension of time as well as cost compensation if any incurred by the contractor for any unforeseen or unforeseeable site conditions impacting the work performance.	As per RFP.
62	Draft Contract Agreement/ Cl 4.9(ii);	(ii) The Contractor shall be responsible for the co-ordination and proper provision of the Works, including co-ordination of other Contractors or Sub-contractors for the Project. The Contractor shall co-operate with the Authority in the co-ordination of the Works with the works under the other Project contracts. The Contractor shall provide all reasonable support for carrying out their Work to:	Please confirm that the contractor shall be entitled to time and cost compensation in the event of any delays, disruptions or damage caused by the other Contractors engaged by the Authority/their subcontractors.	As per RFP.
63	Draft Contract Agreement/ Cl 7.5 - Retention Money;	Note - 10: The Authority may, in its discretion, omit Clause 7.5 and in lieu thereof increase the Performance Security under Clause 7.1 from 7.5% (seven point five percent) to 10% (ten per cent)	It is requested to modify the mentioned note as following: "Note - 10: The Authority may, in its discretion, omit Clause 7.5 and in lieu thereof increase the Performance Security under clause 7.1 by 5% (five percent)".	As per RFP.
64	Draft Contract Agreement/ Cl 8.3 (iii); Page 54 of 146 + Annex-II; Schedule A; Schedules;	iii) [..] (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.	This clause is in contradiction to [Annexure - II of Clause 8.3 (i) Schedule A] wherein it is mentioned that the entire ROW shall be provided within 150 days of the appointed date. Further, we would like to mention that any works if delayed on account of non-availability of ROW as per the tender timelines will require additional cost as there will be underutilization/unbalanced	As per RFP.

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			utilization of resources leading to additional cost. Hence, for such works, revised rates based on actual inputs at site needs to be considered. Kindly confirm.	
65	Draft Contract Agreement/ Cl 10.2: Design & Drawings;	(v) Any cost or delay in construction arising from review/approval by the Authority's Engineer shall be Borne by the Contractor	Kindly change this clause as "(v) Any cost or delay in construction arising from review approval by the Authority's Engineer shall be borne by the Contractor only if the delay is from the contractor's end".	As per RFP.
66	Draft Contract Agreement/ Cl 10.5;	(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: [...] It is requested to add following sub clauses: (f) Change in Applicable Laws and (g) any other events beyond reasonable control of the contractor including any delays caused in approvals to be obtained by either party or court orders/ injunctions/ directives		As per RFP.
67	Draft Contract Agreement/ Cl 12.3;	12.3 Rescheduling of Tests If the Authority's Engineer certifies to the Authority and the Contractor that it is unable to issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.	We request addition of the following at the end "If, the Authority's Engineer fails to attend the Tests as scheduled, then it shall be conducted, and the results shall be binding on the Authority or re-scheduled at the cost of the Authority."	As per RFP.
68	Draft Contract Agreement / Cl 13.1: Change of Scope;	(i) The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/ alterations to the Works ("Change of	Kindly reduce this timeline from 6 months to 1 month.	As per RFP.

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		Scope") within a period of six months counted from the Appointed Date. Upon the Authority making its intention known to the Contractor for the specific Change of Scope, be it positive or negative, the Contractor shall submit his proposal for the said Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Article 13.		
69	Draft Contract Agreement/ Cl 13.1;	(ii) Provided that any such Change of Scope, excluding major structures (e.g. Major Bridge/ ROB/ RUB/ Flyover/ elevated road of more than 50 m length) may be required and agreed to be executed between the parties beyond the period of six months of the Appointed Date but before expiry of 50% of the original Scheduled Construction Period of the Project Highway, subject to the condition that it shall not entail any claims (e.g. Extension of Time/ Prolongation related claims), against the Authority	Please delete this exclusion clause. Any change of scope shall entitle the contractor for extension of time and costs	As per RFP.
70	Draft Contract Agreement/ Cl 17.5;	17.5 Extension of Defects Liability Period The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 17.2 have been remedied or rectified.	It is requested to delete this clause. All the obligations of the contractor shall be discharged post expiry of the original DLP agreed. There shall be no extensions of DLP. Only to the extent of works pending rectification, the DLP shall be extended till such defects are rectified in terms of this Contract and handed over to the Authority. Request to accept.	As per RFP.
71	Draft Contract Agreement/ Cl 19.1;	(iii) The Contract Price shall not be adjusted for any change in costs stated in Clause 19.1 (ii) above, except as stated in Clauses 19.10 and 19.17.	It is requested to delete clause (iii). Also request to replace clause (iv) as: “(iv) The Contract Price shall be adjusted to take account of any	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

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			unforeseen difficulties or costs incurred due to any damage caused in relation thereto."	
72	Draft Contract Agreement/ Cl 19.2;	19.2 Advance Payment (i) 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 mobilisation expenses. [...]	It is requested to provide interest free advance payment.	As per RFP.
73	Draft Contract Agreement/ Cl 19.3;	19.3 Procedure for estimating the payment for the Works (i) The Authority shall make interim payments to the Contractor as certified by the Authority's Engineer on completion of a stage, in a length, number or area as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule-H.	It is requested to make interim payments on monthly basis as per actual execution of works rather than the completion of stages. It will help us improve our cash flow.	As per RFP.
74	Draft Contract Agreement / Cl 19.7: Payment for Maintenance of the Project Highway;	(i) ... The Authority's Engineer shall deliver to the Authority an IPC approving or amending the monthly maintenance statement to reflect the amount due to the Contractor in accordance with this Agreement. (iv) 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.	Since the Authority's Engineer will be delivering an IPC corresponding to monthly maintenance statement, it is requested to pay to the contractor monthly as it will improve our cash flow	As per RFP.
75	Draft Contract Agreement/ Cl 19.17;	19.17 Change in law	We request insertion of the following at the end "iv. If as a result of Change in Law, the Contractor incurs additional costs, then such increase in costs shall be reflected in IPC and shall be paid accordingly."	As per RFP.

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76	Draft Contract Agreement / Cl 21: Force Majeure;	21.2 Non-Political Event (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);	Kindly add "endemic/pandemic/covid like situations" also in this clause. Further, request to insert the following events at the end "delays in grant of government approvals/ permits, environmental/forest clearances, act of Government, political unrest."	As per RFP.
77	Draft Contract Agreement/ Cl 21.6;	Draft Contract Agreement/ Cl 21.6; Page 120 of 146	We request replacement of the entire clause as follows: "21.6 Effect of Force Majeure Event on the Agreement If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given, and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled to: (a) an extension of time for any such delay, if completion is or will be delayed, and (b) payment of any such cost and compensation."	As per RFP.
78	Draft Contract Agreement/ Cl 24.2;	24.2 Hypothecation of Materials or Plant Notwithstanding the provisions of Clause 24.1, the Contractor may pledge or hypothecate to its lenders, any Materials or Plant prior to their incorporation in the Works. Further, the Contractor may, by written notice to the Authority, assign its right to receive payments under this Agreement either absolutely or by way of charge, to any person providing financing to the Contractor in connection with the performance of the Contractor's obligations under this Agreement. The Contractor acknowledges that any such assignment by the Contractor shall not relieve the Contractor from any obligations, duty or responsibility under this Agreement	It is requested to delete this Hypothecation Clause as whole.	As per RFP.

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79	New Clause	Extraordinary Geological Occurrence (EGO).	It is requested to add provisions regarding Extraordinary Geological Occurrence (EGO).	As per RFP.
80	General	Operation & Maintenance	We understand that power required for Operation of Ventilation Fans and other associated electrical equipment during Operation and Maintenance period is not under the scope of the Contractor. Please confirm.	As per RFP.
81	RFP Clause 2.2.2.2 (b)	The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric projects etc.) having at least 50% of the cross-sectional area of the tunnel (i.e.42.596 sqm) to be constructed and 20% length of the tunnel (i.e. 0.50 km)..... or ₹ 1000 Cr., whichever is less.	Employer is hereby requested to kindly inform, whether, the cross-section area of the tunnel for the project (i.e 42.596) which is required for the qualification purpose shall be considered as excavated area of the tunnel or the finished area of the tunnel, completed by the bidder.	As per RFP.
82	-	AutoCAD Drawings	Since, the project includes substantial portion of underground tunnelling works and viaduct portion etc. hence, in order to evaluate the quantities for the items under the project scope, efficiently, it is hereby requested to kindly provide the AutoCAD drawings for the project.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
83	-	KMZ files for the project alignment	Employer is hereby requested to kindly provide the KMZ file for the project alignment for correlating the site with the Google map location, thoroughly.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been

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				uploaded reference only.	for purpose
84	Section -7; Data Sheet	23.11.2023 up to 1100 hrs	Relevant tender documents i.e Design report, drawings, materials & Investigation report etc has recently been shared by the Employer. Hence, in the plight of the above, it is hereby requested to kindly extend the bid due date by another 4 weeks, in order to complete the entire technical assessment, required, for submitting the competitive bid for the captioned project.	Please refer to Amendment No-3.	
85	Volume-I: Main Report. Package 2	It has been estimated that about 22.96 Lakhs cum of spoil will be generated due to widening of this road. Only 13.70% of the spoil will be reused during construction of the road rest will be disposed off 10 nos. identified disposal sites which are selected based on consultation with communities This earth shall be disposed off as per an environmentally suitable manner. (i) Certain guidelines for debris disposal are given below. The debris generated shall be disposed of within designated areas only. The filled-up area shall be used for designated purposes such as Playground.	Employer is hereby requested to kindly confirm the following: Lead of identified disposal areas from the project site. Whether, the Employer will take all the necessary approval and permit for all disposal sites, thus, hand over the land to the contractor free of encumbrance. Whether, the disposal areas will be provided by the Employer to the contractor free of cost during execution of project.	DPR is for only reference purpose. Bidders are requested to visit the site and bid accordingly.	
86	Volume-III: Materials Report. Package 2	-	Employer is hereby requested to kindly share the geotechnical report for the project i.e Bore hole exploration report, tunnel Investigation report including rock classification of the entire tunnel etc. to arrive at the factual quantities of various underground features for submitting the competitive bid.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for	

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REPLIES TO PRE BID QUERIES

				reference purpose only.																																																				
87	Appendix-II of RFP	Bank Guarantee for Bid Security (Refer Clause 2.20) B.G No. Dated 1. In consideration of you. ***, having its office at ***,(hereinafter referred to as the “ Authority”;;;;	1. Kindly provide details of the Beneficiary with Complete Address in whose favor procurement of Bank Guarantee towards Bid Security to be done. 2. Bidder understands that, as per clause 2.11.1 (f) Bank Guarantee towards Bid Security in Physical Form shall also be accepted.	As per RFP.																																																				
88	DCA, Cl.19.10 (iv)	The various Percentages of PA, PB, PC, PF, PL, PM &PS for respective item,have been specified in para of clause 19.10 of DCA. <table><tr><td rowspan="2">Com pone nt</td><td colspan="5">Item</td></tr><tr><td colspan="4">Road Works</td><td rowspan="2">Major Bridge s and Struct ures</td></tr><tr><td></td><td>Earthwork, Granular work, and Other works</td><td>Bitum in ous work</td><td>Cement Concret e Paveme nt</td><td>Culverts, minorbri dges andother structu res</td></tr><tr><td>Labour (PL)</td><td>[20%]</td><td>[20 %]</td><td>[20%]</td><td>[15%]</td><td>[15%]</td></tr><tr><td>Cement (PC)</td><td>[5%]</td><td>Nil</td><td>[20%]</td><td>[15%]</td><td>[15%]</td></tr><tr><td>Steel (PS)</td><td>Nil</td><td>Nil</td><td>Nil</td><td>[15%]</td><td>[20%]</td></tr><tr><td>Bitumen (PB)</td><td>Nil</td><td>[15 %]</td><td>Nil</td><td>Nil</td><td>Nil</td></tr><tr><td>Fuel and lubricant s (PF)</td><td>[10%]</td><td>[10 %]</td><td>[10%]</td><td>[10%]</td><td>[10%]</td></tr><tr><td>Other Material s (PM)</td><td>[50%]</td><td>[40 %]</td><td>[35%]</td><td>[30%]</td><td>[25%]</td></tr></table>	Com pone nt	Item					Road Works				Major Bridge s and Struct ures		Earthwork, Granular work, and Other works	Bitum in ous work	Cement Concret e Paveme nt	Culverts, minorbri dges andother structu res	Labour (PL)	[20%]	[20 %]	[20%]	[15%]	[15%]	Cement (PC)	[5%]	Nil	[20%]	[15%]	[15%]	Steel (PS)	Nil	Nil	Nil	[15%]	[20%]	Bitumen (PB)	Nil	[15 %]	Nil	Nil	Nil	Fuel and lubricant s (PF)	[10%]	[10 %]	[10%]	[10%]	[10%]	Other Material s (PM)	[50%]	[40 %]	[35%]	[30%]	[25%]	We understand that the above percentage has to be project specific based on scope/ quantum of the work, however, it is observed that these percentage are same as defined in Model contract agreement (MCA) issued by MORTH vide circular No. RW/NH-27010/4/2010-EAP (Printing) Vol-IV dated 05.03.2019 In MCA, these percentages are mentioned in square/box bracket [], which indicates that the percentage component mentioned in it has to be modified based on scope/quantum of the project work. Authority is requested to confirm that the percentage as provided in DCA are as per the scope of project work, if not revise the percentage accordingly	As per Amendment no-03.
Com pone nt	Item																																																							
	Road Works				Major Bridge s and Struct ures																																																			
	Earthwork, Granular work, and Other works	Bitum in ous work	Cement Concret e Paveme nt	Culverts, minorbri dges andother structu res																																																				
Labour (PL)	[20%]	[20 %]	[20%]	[15%]	[15%]																																																			
Cement (PC)	[5%]	Nil	[20%]	[15%]	[15%]																																																			
Steel (PS)	Nil	Nil	Nil	[15%]	[20%]																																																			
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			Plant, machinery and spares. (PA)	[15%]	[15 %]	[15%]	[15%]	[15%]		
			Total	100%	100 %	100 %	100%	100%		
88	General	General Protected Forest							We presume that all the clearances and approvals for cutting of trees and working in protected forest shall be obtained by NHAI. The current status of Forest Clearance may kindly be provided.	Bidders are requested to visit the RO's Office at Aizawl and obtain the required details.
89	General	General Land Acquisition							Status of Land Acquisition: What is the status of land acquisition for the project? kindly provide the following: - A. Total Land required in Hectare/ Sq. m/KM for the project. B. Total Land already acquired. C. Total Land to be acquired. D. Total Agricultural / private / Govt. / Forest land to be acquired. Also please provide detailed schedule for handing over land to the Contractor. It is presumed that on the commencement date of contract 100% Land required for construction work will be made available to the contractor.	
90	General	General Wildlife Clearance							National Board for Wildlife clearance.	As above

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			<p>1) Please clarify whether the project is in or nearby Wildlife/ National Park / Sanctuary / Eco sensitive Zone Land?</p> <p>2) If yes, Has Authority applied for National Board for Wildlife clearance and if so please clarify the status of As above the same?</p>	
91	General	General Forest Clearance	Request the Authority to kindly provide details of Forest land to be diverted, if any and status of Forest Clearance, required if any.	As above
92	General	General Environment Clearance	<p>It is presumed that Environmental Clearances has already been obtained.</p> <p>Information regarding Pending issues/ pending Court Cases, if any relevant to the Environmental Clearance of the Project is to be provided.</p>	As above
93	General	Tree cutting /Tree Felling	Is the Project Alignment/ ROW needs Cutting/ Felling of Trees? If yes, please clarify about the permission for the cutting/ felling of trees in Project Alignment/ ROW.	As above
94	General	Encroachment details	Kindly provide the details of existing encroachment, if any on or along the project alignment/ Right of Way (ROW).	As above
95	General	Pending Litigation	Delay in execution of the Project Alignment/ ROW due to pending litigations, if any, shall be treated as Political Force Majeure event and Contractor may kindly be compensated accordingly.	As above

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96	General	DPR & Geotechnical Investigation Report	Please provide Detailed Project Report (DPR) and Geotechnical Investigation Report of the Proposed Project.	As above
97	General	Geological Imperative Report	Please provide Geological Imperative Report of the Proposed Project.	As above
98	General	GAD of Structures	Kindly provide General Arrangement Drawings of the Structures, if any of proposed Project.	As above
99	General	Drainage Plan	Kindly provide Drainage Plan.	As above
100	General	Plan and Profile	Kindly provide Plan and Profile of the proposed Project.	As above
101	General	Design Flexibility	This being an EPC project, we understand that shape, sizes and type of foundation, substructure & superstructure, bearing etc. shown are indicative and the Contractor is free to change the same while ensuring the aesthetics of the bridge. Please confirm.	As above
102	General	Land for labour & batching plant	We request Authority to provide suitable land near the project site for labour camp & batching plant.	As above
103	General	KMZ file	Kindly provide KMZ File of the Proposed Project Alignment	As above
104	General	Bid due date extension	Bidder request the Authority to kindly extend the Bid Due Date for at least 21 (twenty-one) days from providing the above said all clarification/ information/ details/ documents.	As above
105	SCHEDULE-B - Annex-I, Clause 7. Design of Structure, (vii) List of Major Structures, (b) Tunnel Ventilation	"(b) Tunnel Ventilation System	Fresh air demand in case of fire could be provided through tunnel portal and cross passage. Please advise if any pressurization system and fire/smoke	As per RFP.

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	System Schedules		barrier door shall be provided in the cross passages	
106	SCHEDULE-B - Annex-I, Clause 7. Design of Structure, (vii) List of Major Structures, (b) Tunnel Ventilation System Schedules	The ventilation system chosen is longitudinal ventilation with Jet Fans 2x13 Nos Jet in tube (1487 N Thrust). Fresh air demand can be provided to the tunnel without exceeding the maximum air speed in tunnel (10m/s according to RVS 09.02.31"	Please confirm the Fire rating of the Jet Fans 250°C- 2 Hrs. or 400°C-2 Hrs	As per RFP
107	SCHEDULE-B - Annex-I, Clause 7. Design of Structure, (vii) List of Major Structures, (e) Tunnel Lighting System Schedules	"(b) Tunnel Ventilation System	We understand that Alternate source of energy i.e solar power voltaic cell shall be used when solar energy is available and should be without battery backup and adequate space for installation of the same is available. - Please confirm. Please confirm that the capacity of solar system shall be to cater for:- Total load of tunnel or Partial load of tunnel.	As per RFP.
108	SCHEDULE-B - Annex-I, Clause 7. Design of Structure, (vii) List of Major Structures, (j) Energy Supply 2 Nos. of 2.6 MW Substation Schedules	The longitudinal (Jet) Fans need to comply with fire rating (250°C- 2 Hrs./400°C-2 Hrs)"	Please advise location of 33kV Substation i.e Luangmual Sub-Station & Zuangtui Sub-station OR Tunnel Portals. As per our opinion, preferably 33 kV sub:- station should be at tunnel portals and 33 kV HT line shall be brought from the above mentioned Sub-Station. Please Confirm.	As per RFP.
109	Schedule - C, Clause 2. Description of Project Facilities (h) Others 5. Advance Traffic Management	"(e) Tunnel Lighting System	Typical SLD/Drawing of ATMS is not given, kindly provide.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself.

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	System (ATMS) (Schedule)			However, a copy of DPR has already been uploaded for reference purpose only.
110	Schedule - C, Clause 2. Description of Project Facilities (h) Others 5. Advance Traffic Management System (ATMS) Schedules	The Secondary source is anticipated to come from Alternate source of energy i.e solar power voltaic cell.	As per IRC: 67: 2001 and IRC: SP: 84-2014.documents, price weightage for ATMS covering various services like mobile communication system, metereological data system, automatic traffic counter cum classifier system, Video incident detection system etc is not given in schedule H. Please clarify.	As per RFP.
111	SCHEDULE-B - Annex-I, Clause 7. Design of Structure, (vii) List of Major Structures, (g) Emergency Communication (vii) SCADA systems & network devices and instruments for 3D monitoring	The electric power shall be required of the order of 2.6 MW. The limitations of solar power system are the following:	Please share general SLD/guideline for Scada system.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
112	SCHEDULE-B - Annex-I, Clause 7. Design of Structure, (vii) List of Major Structures, (c) Automatic Tunnel Fire Detection and Warning Systems	During continuous rainfall days or in cloudy wether conditions, the array cannot be charged. Under such situation main power supply from sub-station shall be restored.	For Tunnel fire detection system Price Weightages is not given in schedule-H , please clarify.	As per amendment No-03.
113	Schedule - D Specifications and Standards, Clause 2. Design Standards	Shadow free area is necessary for installation of array."	As per referred Guidelines for Road Tunnel (First Revision) IRC: SP:91-2019 documents Public address system shall be available in Tunnel but in tender document specification and Price	As per RFP.

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			Weightages is not given in schedule-H , Please Clarify.	
114	-	There is no proposed centre line coordinates provided in the technical schedules. Kindly provide the same.		Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
115	-	Kindly provide the geotechnical investigation report.		
116	-	Kindly provide the Plan and Profile & KMz file for the Tunnel and its approaches.		
117	-	Kindly provide the TCS for project highway and tunnel.		
118	-	No traffic signage plan has been mentioned in technical schedules kindly provide the same.		
119	-	Kindly provide the Coordinates and area for Muck Dumping.		
120	-	Kindly provide the GAD & Hydrological data for all the Structures		
121	-	Kindly provide the Rock mass classification, Excavation support classes and Ground behaviour type.		
122	-	Kindly provide the Tunnel Borehole Co-ordinates & its report.		
123	Cl. 1.2.4, Page 10 of 102, RFP	<p>A Bidder is required to submit, along with its BID, a BID Security of (1% of EPC) ₹ 8.94 Crores (Rupees Eight Crore Ninety Four Lakh Only) (the "BID Security") in form of e- Bank Guarantee (e-2BG) or may be deposited through online facility provided by the IndusInd Bank, refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA.</p> <p>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order 516 dated 22nd March 2023 may be referred which is attached as Appendix-A.</p>	<p>We request Authority to allow the bidder to submit the physical Bank Guarantee also as per NHAI Policy Circular No. 3.1.39/2023 dated 17th May, 2023. The copy of the same is attached herewith for your reference.</p> <p>Please Confirm</p>	
124	Cl. 19.2.(i) & (iii), DCA	<p>Advance Payment</p> <p>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 mobilisation expenses.</p> <p>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</p>	<p>We request authority to release an interest free mobilization advance to the contractor against submission of Physical Bank Guarantee of value equivalent to the advance amount.</p> <p>Please confirm.</p>	As per RFP.

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		e-Bank guarantee from a Bank for an amount equivalent to 110%(one hundred and ten per cent) of such installment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.		
125	Cl. 10.3, , DCA	<p>Construction of the Project Highway</p> <p>The Parties expressly agree that the total amount of Damages under Clause 10.3 (ii) shall not exceed 10% (ten percent) of the Contract Price</p>	<p>Please limit maximum amount for cumulative LD for entire Contract to 5% of contract Price. It is a general practice followed for most of the contracts.</p> <p>Please confirm.</p>	As per RFP.
126	Cl. 17.1. (i). d), DCA	<p>Defects Liability Period</p> <p>The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the "Defects Liability Period") as specified below:</p> <p>10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels;</p>	<p>Please limit the Defects Liability period to 4 Years instead of 10 years.</p> <p>Please confirm</p>	As per RFP.
127	Cl. 2.11.2, RFP	Physical Submission of documents	<p>We request Authority to allow only successful bidder to submit the documents physically.</p> <p>Please confirm</p>	Please refer to Amendment No-3.
128	Appendix-XI, Sr. No. 4, RFP	<p>CERTIFICATE OF TURNOVER BY STATUTORY AUDITOR</p> <p>We have read and understood the tender documents relating to financial and technical capacity (e.g. 'Turnover' and 'Net worth'), verified the standalone audited financial statements of (Name of the Bidder), books of accounts and other</p>	<p>We presume that, the financial year-1 shall be latest audited financial year i.e. FY 2022-23</p> <p>Please confirm.</p>	Please refer to Amendment No-3

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		<div>relevant records and information as at 31st March 20XX produced before us by(Name of the Bidder), and on basis of such verification, information and explanation given to us, we certify as under:</div> <table><tr><td>S. No.</td><td>Financial year</td><td>Turnover (₹ In lakh)</td></tr><tr><td>1</td><td>Year 1 (2021-2022)</td><td></td></tr><tr><td>2</td><td>Year 2 (2020-2021)</td><td></td></tr><tr><td>3</td><td>Year 3 (2019-2020)</td><td></td></tr><tr><td>4</td><td>Year 4 (2018-2019)</td><td></td></tr><tr><td>5</td><td>Year 5 (2017-2018)</td><td></td></tr></table>	S. No.	Financial year	Turnover (₹ In lakh)	1	Year 1 (2021-2022)		2	Year 2 (2020-2021)		3	Year 3 (2019-2020)		4	Year 4 (2018-2019)		5	Year 5 (2017-2018)			
S. No.	Financial year	Turnover (₹ In lakh)																				
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4	Year 4 (2018-2019)																					
5	Year 5 (2017-2018)																					
129	Schedule - H Contract Price Weightages, (iii) Table 1.3.3, Schedules	<div>Procedure of estimating the value of work done.</div> <div>B Main Tunnel Payment Procedure:</div> <div>Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.</div>	<div>We request Authority to modify the Payment Procedure for the tunnel Section as below:</div> <div>Unit of measurement is linear length-meter. Payment of each stage shall be made on pro rata basis of completion of a stage in a continuous length of 50 meter of individual tube.</div>	As per RFP.																		
130	Schedule - H Contract Price Weightages, (i) Table 1.3.1, Schedules	<div>Procedure of estimating the value of work done.</div> <div>(i) Road works Procedure for estimating the value of road work done shall be as follows:</div> <div>Payment Procedure</div> <div>Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of stage in full length or 5(five) km length, whichever is less.</div>	<div>The total length of the project is 5 km. and the payment procedure mentions that in stages of 5 km or full length whichever is less.</div> <div>Kindly modify the length in minimum of 50 m instead of 5 km for ease of payments</div>	As per Amendment No-03.																		

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131	General	Drawings	<p>We request you to provide the DPR drawings in AUTOCAD Format.</p> <p>Please provide.</p>	All available documents i/c DPR has already been upload on NHIDCL website for reference purpose.
132	General	Detailed Project Report (DPR)	<p>We have observed that DPR is uploaded only in NHIDCL Official portal not unloaded in CPP portal.</p> <p>We presume that the DPR uploaded in NHIDCL website is also part of the tender documents uploaded in CPP Portal.</p> <p>Please confirm.</p>	
133	General	Rock mass Classification	<p>We request Authority to provide the percentages of good and poor rock anticipated based on RMI values in the proposed alignment of the tunnel.</p>	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
134	General	KMZ File	<p>We request Authority to provide the KMZ file of the proposed project for better understanding of bidder.</p> <p>Please Confirm.</p>	All available documents i/c DPR has already been upload on NHIDCL website for reference purpose.
135	(Schedule-A) Annex - III: Alignment Plans, Page 12 of 110, Schedules	<p>(i) The alignment of the Project Highway is enclosed in alignment plan.</p> <p>ii) Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed.</p>	<p>We have observed that, the project highway alignment plan and traffic signage plane mentioned under schedule A is not available in tender documents.</p> <p>We request Authority to provide the above.</p>	

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			Please confirm.	
136	General	Muck Disposal/Dump Yards	We request you to provide the details such as location, coordinates and area of the muck disposal sites to be provided by Authority to the contractor.	Acquisition / clearance/ permission for land for all muck dumping sites shall be the sole responsibility of EPC contractor.
137	General	General	We presume that, the suitable rock obtained from the excavation shall be utilized for the permanent works in the project.	As per RFP.
138	Cl. 4.7, DCA	Electricity, water and other services The Contractor shall be responsible for procuring of all utilities as may be required, including without limitation, adequate power, water and other services	We request Authority to provide the water and power supply at single point, from which source contractor shall make own arrangements for temporary distribution to working site. The cost towards consumption of power & water shall be as per standard tariffs and same shall be borne by us.	As per RFP.
139	General	Land for Site Facilities, Casting Yard and Labour Camp	We request you to arrange land near site for site establishment like site office, batching plant, stores, fabrication yard, Casting Yard, Labour Camp etc. at free of cost	As per RFP.
140	Cl. 9.5,DCA	Dismantling of structures The Contractor shall at its own cost dismantle the structures in the acquired lands including those on patta lands, abadi lands, assigned lands, etc. the compensation for which, was paid by the Authority to the land owners and the lands were handed over to the Contractor as per Schedule B-I. The Contractor shall, at its own cost, dispose of the dismantled material in its sole discretion as deemed appropriate, while	We request Authority to provide the details of existing encroachments along the Right of way (ROW). Please confirm.	As per RFP.

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		complying with all environmental guidelines and regulations and clear the Site for undertaking construction.		
141	Others	Geology profile	Kindly provide the geological profile of the tunnel along the alignment.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
142	DCA Cl 19.10 (iv). (d), Page 105-106 of 146	FO = The official retail price of high speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation ("IOC") in the State of Assam on the Base Date.	As the project is situated in the state of Mizoram, kindly mention in the "State of Mizoram" instead of "state of Assam"	Yes.
143	DCA Cl 19.10,	Price Adjustment for the Works	The proposed price adjustment clause caters for the road and structures. However, the Project being a tunnel, with varied works may be suitable to modified in line with the tunnel projects put to tender by the Authority. Please confirm.	As per Amendment no-4.
144	DCA Cl 10.5	Extension of time for completion	As the project is situated in Lower Himalayan Range, the extension of time clause should also cater for the changes in geology which will be encountered during excavation of the proposed tunnel. Please Confirm.	As per RFP.
145	DCA Cl 13.1,	Change of Scope	Kindly include for the Changes in Geology to constitute Change of Scope with respect the geology provided in the DPR.	As per RFP.

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146	DCA Cl 14.1,	Maintenance obligations of the Contractor	Please Confirm. It is presumed that the operation of the tunnel E&M works do not fall under the purview of the Contractor.	As per RFP.
147	DCA Cl 14.1,	Maintenance obligations of the Contractor	Please Confirm. Since the project consists of both tunnel and road works, the % of the of contract price do not suffice the actual maintenance cost of the project. It is requested to increase the above percentage from 0.5% to 1.5% of the CP.	As per RFP.
148	Schedules - Annex -I, Schedule -B), Sl .7.Q	Design of Structures b) Sr. No. 1 - Bridge at 11+530-2x10.5m-94.428 m d) Schedule of culverts - Sl . 5. Ch 11530 1x3m - 21.1 m	Please Confirm We have observed that, In the schedule of the structures, Bridge and Culvert are shown at the same Chainage. Kindly clarify which to follow.	As per Amendment No-03.
149	Schedules - Annex -I, Schedule -B), (vii).(e),	Tunnel lighting system Emergency lighting shall be provided. Luminaries with 2X28W T5 lamps with battery backup for 2 hours (minimum) shall be used for emergency lighting.	The emergency lights proposed are of fluorescent type. Kindly clarify that EPC contractor can change the specification to LED type subject to technical approval. Please Confirm.	As per RFP.
150	Schedules - Annex -I, Schedule -B), (vii).(e),	Tunnel lighting system For the two-service system, two services from separate and independent sources of the power are needed. The primary power source i.e. sub-station is existing near site. The power line can be drawn from sub-station to provide the necessary power required for the tunnels. The secondary source is anticipated to come from Alternate source of energy i.e. solar power voltaic cell.	Kindly clarify the following. Whether the EPC contractor has to establish Solar power plant of Capacity 2.6MW. Area required for Establishing the solar power plant is huge and area for establishing the same is identified by Authority.	As per RFP.

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		<p>The electric power shall be required of the order of 2.6 MW. The limitations of solar power system are the following:</p> <ul style="list-style-type: none"> • During continuous rainfall days or in cloudy weather conditions, the array cannot be charged. Under such situation main power supply from sub-station shall be restored. • Shadow free area is necessary for installation of array. 	<p>As the area fall under heavy rain fall and hills, kindly consider other alternate source of Energy.</p>	
151	<p>Schedules - Annex -I, Schedule -B), (vii).(g).(v),</p>	<p>(g) Emergency Communication</p> <p>Baggage scanner big: computer based multi energy X-Ray baggage inspection system capable of passing through bags/parcels of dimension 940mm (W) x 640mm (H) with Belt Height- 750mm-850mm with 22'724" LCD Monitor, Input/ Output rollers with frames etc. as required.</p>	<p>Kindly clarify whether the Baggage scanner is required or not.</p> <p>Provide us the location where the same is to be installed.</p> <p>As the road is being used by several user, stopping and x ray baggage checking is not a feasible idea as it may lead to slow movement in tunnel and increase in the exhaust emissions</p>	As per RFP.
152	<p>Schedules - Annex -I, Schedule -B), (vii).(h),</p>	<p>(h) Service building and utility Building for Tunnel operation & Maintenance</p> <p>During operation and Maintenance period of Tunnel several utilities required to installation and continuous supervision of security official and Tunnel maintenance engineer and supervision staff need to stay 24x7 Hour. Therefore, either end of Tunnel 4 story building having floor area 2x37.2m x 15m is proposed with all necessary amenities as per CPWD Manual</p>	<p>Kindly confirm that the Building will house tunnel control, Electrical rooms (HT and LT rooms for panels) etc.</p> <p>4 story building having floor area of 37.2x15m each on the either end of the tunnel. Please clarify the availability of the area for construction of the same.</p>	As per RFP.
153	<p>Schedules - Annex -I, Schedule -B), (vii).(h).(i),</p>	<p>(i) Water proofing</p> <p>Water proofing (Umbrella System water proofing for tunnel geotextile/ drainage layer nailed at intervals onto tunnel wall using PVC-disk, 2pcs/sq.ya. membrane 3.0mm welded to PVC disk. Joints are welded by hot wedge machine or hot air. water barrier welded to the membrane as required including cost of all materials, machinery, labour, ventilation, lighting, drainage etc., complete.)</p>	<p>Generally, the membrane thickness used for waterproofing is 2 mm which is widely manufactured and used. Kindly change the membrane thickness from 3 mm to 2 mm.</p>	As per RFP.

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154	Schedules - Annex -I Schedule -B), (j),	(j) Energy Supply 2 Nos of 2.6 MW Substation Emergency Power Supply Supplying, installation, testing and commissioning of DG sets, AMF panel, bus ducting/ cables from DG sets to essential panel, DG set enclosure room sound insulation/ ventilation/smoke exhaust as required, earthing of DG set system, control cabling, fuel tank/piping, DG set exhaust piping/ exhaust chimney as per CPCB norms, civil works connected with DG sets including foundation as required.	The length of the tunnel is 2.5 km and we propose to have single substation at any one of the portals to suffice the requirement. Kindly clarify. Alternate source of Power in item (e) has been mentioned as solar photo voltaic cells and Emergency power supply through DG sets. Kindly clarify which one to adopt.	As per Amendment No-03.
155	Schedule - H, Schedules	Contract Price Weightages	The weightages attached to individual items for the tunnel works depends on the EPC design of the works. Kindly confirm whether the individual weightages provided can be altered after completion and acceptance of design.	As per RFP.
156	Others	Geological variations risk mechanism	Kindly provide us the risk sharing mechanism for the anticipated geological variations and costs thereof for the tunnel works.	As per RFP.
157	General	Due date Extensions	As the project is to be executed in extreme Himalayan terrain, it is vital to study the project in detail and understand the local site conditions effectively. Further to the above, the project is also quoted on EPC basis, bidder requires suffice time to perform the major activities like preliminary designs, site survey if required to validate the data provided by employer and estimation of quantities & Cost. In view of the above, we request authority to extend the bid submission	Please refer to Amendment No-3.

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			date by another four weeks from the due date to enable us to submit our competitive offer. Please Confirm.	
158	Clause 7 (vii) (h) of Schedule B	Service building and utility Building for Tunnel operation & Maintenance During operation and Maintenance period of Tunnel several utilities required to installation and continuous supervision of security official and Tunnel maintenance engineer and supervision staff need to stay 24x7 Hour. Therefore, either end of Tunnel 4 story building having floor area 2x37.2m x 15m is proposed with all necessary amenities as per CPWD Manual	Bidder request Authority to clearly specify the detail scope of Service building and utility Building for Tunnel operation & Maintenance including specification for design, finishing items and facilities and fixtures. Please also specify the scope of contractor in operation & maintenance of aforementioned buildings	As per RFP.
159	Clause 13 of 65Schedule B - CHANGE OF SCOPE	CHANGE OF SCOPE The length of Structures, Tunnels 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, 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.	The bidders are expected to bid lump sum price based on stipulated scope of work in the schedule B & C. Thus scope of work should be sacrosanct so as to enable bidder to quote fixed lump sum amount. Hence, any variation in scope of work defined in contract shall be treated as change of scope.	As per RFP.
160	Clause 13.1 of DCA - Change of scope	(ii) Provided that any such Change of Scope, excluding major structures (e.g. Major Bridge/ ROB/ RUB/ Flyover/ elevated road of more than 50 m length) may be required and agreed to be executed between the parties beyond the period of six months of the Appointed Date but before expiry of 50% of the original Scheduled Construction Period of the Project Highway, subject to the condition that it shall not entail any claims (e.g. Extension of Time/ Prolongation related claims), against the Authority.	Bidder request Authority to allow EOT in term of Cl. 10.5.	As per RFP.
161	Clause 19.2 of DCA - Advance Payment	(i) The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate + 3%", equal	Bidder request Authority to provide interest free Advance payment for	As per RFP.

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		to 10 % (ten percent) of the Contract Price, exclusively for mobilisation expenses.	mobilization against submission of Bank guarantee.	
162	Clause 19.2 of DCA - Advance Payment	(ii) In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against e-Bank Guarantee. This advance shall be further subject to the condition that:	Bidder request Authority to provide interest free Advance payment for purchase of construction equipment against submission of Bank guarantee.	As per RFP.
163	Clause 19.4 of DCA - Stage Payment Statement for Works	The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 (three) copies, by the 7th (seventh) day of the month to the Authority's Engineer in the form set forth in Schedule-O, showing the amount calculated in accordance with Clause 19.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.	We request Authority to allow further breakup of payment procedure of items under schedule H during execution of works so as to receive monthly payment.	As per RFP.
164	Land for Casting/fabrication yard, labour camp* & batching plant.		We request Authority to provide suitable land near the project site for Casting/fabrication yard, labour camp & batching plant.	As per RFP.
165	Clause 4.8 of GCC	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.	Since the project involves underground works, it is not possible for any bidder to anticipate the unforeseeable difficulties which may arise during project execution. Therefore, we request Authority to grant both extension of time and cost in such cases.	As per RFP.

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166	Clause 13.2 (iv) (a) - Procedure for Change of Scope	In case the Contract Price is lower/ higher than the Estimated Project Cost as per RFP, then the SOR rates shall be reduced/ increased in the same proportion accordingly.	Since the Authority does not make any representation regarding the accuracy, correctness, reliability etc. of the RFP document, the same cannot be used for reduction/increase of SOR rates. Please confirm.	As per RFP.
167	Clause 19.10 (d) - Price adjustment for the Works	<p>AI = The WPI for construction machinery for the month three months prior to the month to which the IPC relates.</p> <p>BI = The official retail price of bitumen at nearest refinery at Haldia, on the first day of the month three months prior to the month to which the IPC relates.</p> <p>CI = The WPI for Ordinary Portland Cement for the month three months prior to the month to which the IPC relates.</p> <p>FI = The official retail price of HSD at the existing consumer pumps of IOC in the State of Assam on the first day of the month three months prior to the month to which the IPC relates.</p> <p>LI = The CPI for the month three months prior to the month to which the IPC relates.</p> <p>MI = The WPI for all commodities for the month three months prior to the month to which the IPC relates.</p> <p>SI = The WPI for Mild Steel -Long Products for the month three months prior to the month to which the IPC relates.</p>	<p>Cement is generally utilised within one month of purchase at the construction site. Similarly, HSD is purchased on daily or weekly basis for utilisation. The minimum labour wages get revised on half yearly basis in month of April and October and accordingly paid to workmen. Thus, payment based on indices "<u>3 months prior to the month to which the IPC relates</u>" is not an appropriate mechanism to compensate the contractor for fluctuations in the costs of inputs.</p> <p>In fact the Base Date precedes the bid due date by 28 days, i.e. a month. Therefore, bidder requests Authority to modify the provision of price adjustment as "<u>..... for the <i>previous month</i> to which the IPC relates</u>" for all components in Price adjustment.</p>	As per RFP and Amendment no-3
168	General		Please confirm that as an EPC Contract, the Contractor is free to adopt its own design of bridge/ Tunnel portion.	As per RFP.
169	General		Please provide the status of land acquisition for Project.	Bidders are requested to visit the RO-Aizawl and obtain the required details.
170	Clause 10.5	10.5 Extension of time for completion	Bidder request Authority to add the following in clause 10.5 (i).	As per RFP.

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		(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:	"(f) Extraordinary Geological Occurrence"	
171	General	Tree Cutting Permission	Bidder want to know update about the Tree Cutting permission for Approach Roads, Access Roads & Tunnel Portals.	As per RFP.
172	General	Access Road for Dumping Yard	Bidder understand that access roads to all designated Muck Disposal Area will be under the scope of Authority. Client will be providing the proper access to all the locations indicated for Muck disposal and ROW.	Acquisition / clearance/ permission for land for all muck dumping sites shall be the sole responsibility of EPC contractor.
173	General		Bidder understand that Authority will provide permanent electrical connection at tunnel portals. Please confirm.	Bidders are requested to visit the site and bids accordingly.
174	General		Please provide detail of rock mass classification with tunnel support system to be provided.	As per RFP.
175	General		Please provide details related to over breaks, Pay line, Extra Geological Occurrence etc. and also clarify the payment procedure in case of over breaks and any Extraordinary Geological Occurrence including change in rock mass classification.	As per RFP.
176	Schedule	Annex-III of Schedule A - Alignment plan	KMZ file has been made available, so that the tunnel and portals to be identified during site visit. Please share KMZ file.	
177	Schedule	Annex-III of Schedule A - Alignment plan	The Project's alignment, plans & profile are missing in the provided data.	Please refer to the drawing already

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				upload on NHIDCL website.
178	Schedule	Annex - IV: Environment Clearances Schedule A	No list for clearance obtained/awaited is made available as described in Annex. IV	As per RFP.
179	Schedule	Annex -I (Schedule -I)	<p>List of Drawings has been provided; however, no drawing is made available.</p> <p>Typical plan and cross-section details drawing are missing in the provided tender documents.</p> <p>Typical drawings for Tunnel Cross Section</p> <p>Typical drawings for Tunnel support class & excavation sequence</p> <p>Typical drawings for Tunnel Portal</p> <p>Typical drawings for False Portal</p> <p>Typical drawings for Tunnel Cross Passage</p> <p>Typical drawings for Tunnel Niches</p> <p>Typical drawings for Culvert Details</p> <p>Typical drawings for Bridge Details</p> <p>Typical drawings for Carriage way.</p> <p>Typical drawings for Pavement Cross Section.</p> <p>Typical details for Bus Bays & Bus Shelter</p> <p>Please provide all TCS section drawings</p> <p>Please provide drainage detail drawings</p>	<p>Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only..</p>
180	-	NIL	<p>Please find a list of report, which needs to be made available to bidder for their reference and use.</p> <p>Geotechnical Base line Report/</p> <p>Geotechnical Factual Report</p> <p>Geological Report of project Area</p>	<p>Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of</p>

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			Outline Construction Specification / Technical Specifications for Tunnels/Material Specification Outline Design Basis Report Environmental Assessment Report Including Environmental Management Plan Detailed Project Report (DPR)	DPR has already been uploaded for reference purpose only.
181	Schedule	<p><u>Schedules, Annex-IV, Environment Clearance</u></p> <p>The following environment clearances have been obtained: [***]</p> <p>The following environment clearances are awaited: [***]</p> <p>The project Highway does not require Environment Clearance as per MoRTH corrigendum dated 22.08. 2013. The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F'</p>	It is requested to provide the exact location of dumping yard or Lead from Portal Locations. It will help Bidder for Planning/cycle Time.	As per Amendment No-04.
182	RFP	<p>RFP</p> <p>Completion Period = 36 Months</p>	Due to quantum of work involved ie. 2.5 km X 2 = 5 km Tunnel, Portals, 2.1 km of Permanent Road and the complexity involved design & executing of approach road to reach Tunnel Portals, It is not feasible for Contractor to meet the key dates and complete the project in 36 months. We request you to increase the project completion date from 36 Months to reasonable period of 42 Months and modify the key dates accordingly.	As per RFP.
183	Schedule	<p><u>Schedules</u></p> <p>12. Special Requirement for Hill Roads</p> <p>As the project involves cutting of the hill slopes, it's imperative that slopes are stabilized for ensuring longevity of</p>	The Contractor requests to provide the exact location of dumping yard to calculate the exact cost of the approach road.	As per Amendment No-04.

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		the slopes and the road. Slope stability, erosion control and landslide correction shall be accomplished in accordance with IRC: SP 48:1998. Reference may be drawn from IRC: 56-2011. Spreading & Compaction of Roadway cutting and excavation from drain and foundation of other structures surplus material in layers not exceeding 300mm thickness at selected disposal location by Dozer at least four passes including construction of approach road to dumping site.	The approach road towards portal locations at both ends are narrow and it is not possible for loaded vehicles to go through the road. Please confirm if there is any alternate approach road.	
184	RFP	RFP Bidder must submit its Financial bid and Technical Bid at https://eprocure.gov.in/eprocure/app on or before 23/11/2023 (upto 1100 hrs IST)	Since the Project is EPC, the bidder requires more time to optimize the design & hence request to extend the submission date by at least 1 month, i.e. to 22-12-2023.	Please refer to Amendment No-3
185	Schedule	Schedule-A, Annex - III: Alignment Plans - "(ii) Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed..."	Please share CAD drawings of alignment for better understanding Traffic Signage plan of the Project is not available in Tender. Please share the relevant drawings.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
186	Schedule	Schedule-A, Annex - IV: Environment Clearances - " <i>The project Highway does not require Environment Clearance as per MoRTH corrigendum dated 22.08. 2013. The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule F</i> "	Please clarify if the muck dumping area has already been identified, if so, please share the details.	As per amendment No-04.
187	Schedule	Schedule -B, Annex -I: Description of Two/Four -Laning - 6.1 Chutes Drain	As specified, chute drain to be provided to drain out water entrapped in the catch water drains is also brought down by connecting them with existing natural gully's. Three different types are identified, please	As per Amendment No-04.

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			provide location and typical details for better understanding of bidders	
188	Schedule	Schedule -B, Annex -I: Description of Two/Four -Laning - Item 7 Design of Structures. (CMES/NHIDCL/AB/TD/01)	Layby has been shown at spacing of 350m c/. Please note as per IRC: SP:91-2019 - Annexure B1, Layby/cross passages (for twin bi-directional tunnel) should be place at 500m c/c. Please clarify?	As per RFP.
189	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, Chapter 6 Tunnel Investigation Report	1) It is stated that detailed geological investigation has been carried out in inlet and outlet portals. Request you to please share more information to bidders for their better assessment and cost estimation. Rose diagram provided are illegible, please share clear images and print	As per RFP.
190	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, Chapter 7 CLASSIFICATION OF ROCK MASS OF TUNNELS	It is understood that a detailed geological and geotechnical investigation has been carried out, however, Rockmass classification for tunnel defines poor to fair rock based on RMR and Q values without having any longitudinal geological profile along the tunnel. In order to undertake bidders' own assessment and estimation, it is requested to share 1. Geological Investigation report and longitudinal geological profile showing all required details. 2. Geotechnical Base line report Bore logs	As per RFP.

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191	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, 7.6. CONCLUSION	Conclusion drawn is insufficient to assess and estimate tender cost, A proper support class with distribution is required for bidder's assessment. It is therefore requested to provide support class distribution along with percentages.	As per RFP.
192	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2 Chapter 8 SEQUENCE OF CONSTRUCTION OF TUNNELS	Construction or excavation sequence depends on geological and geotechnical condition, referred specification provide a generic description, it is requested to provide support class wise excavation sequence.	As per RFP.
193	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, Chapter 11 DESIGN OF SUPPORT SYSTEM OF TUNNEL, Table-3 Results	<p>1. Ref explained in item 6, support classes are provided based on overburden for three types of rock (Fair, poor, very poor), however, no distribution was made available. Please provide distribution of support classes along the length.</p> <p>In continuation of above query, is it requested to extend submission date by 30days, so that bidders have sufficient time study and make his own assessment for support class and excavation sequence.</p>	As per RFP.
194	-	DRWAINGS IX(A) CMES/NHIDCL/AB/PP/17 & 21 CMES/NHIDCL/AB/TD/08	<p>1. Please note that in plan and profile (CMES/NHIDCL/AB/PP/17 & 21), portal has been shown 100m while in portal drawings (CMES/NHIDCL/AB/TD/08). Please clarify?</p>	As per RFP.

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			At portal Section A_A, alternate 500/700mm lining proposed, it is not quite clear what kind of support system proposed. Please clarify?	
195	DPR	DPR - DRAWINGS IX(A) CMES/NHIDCL/AB/TD/01 TO 14	1. The proposed design using ISMB 550/450/250 as ribs seems to heavy and uneconomical. In New Austrian Tunneling Method, it is suggested that tunnel to be allowed to deform so that support requirement is minimum. Please confirm if change in design and construction method shall be permitted during post bid stage. Please confirm shotcrete grade to be used in the project.	As per RFP.
196	DPR	DPR - DRAWINGS IX(A) CMES/NHIDCL/AB/TD/09 & 11	In tunnel portals, cutting slope has been matched with tunnel outer lining without any provision for drainage and breast wall on both sides. In normal practice, cutting slope at least have 2/3m extra beyond tunnel profile with a provision for drain and breast wall. Please clarify?	As per RFP.
197	-	General Arrangement of RCC Box Culvert Drg. NO...CMES/NHIDCL/AB/MISC/18	Do bidders consider reinforcements and other details provided in drawing is final for his/her assessment? Please confirm?	As per RFP.
198	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, Chapter 8 SEQUENCE OF CONSTRUCTION OF TUNNELS, 8.5.3. Concrete Lining /Permanent Support	As stated in refer clause, whether unreinforced concrete lining be adopted in suitable ground condition? Please clarify?	As per RFP.

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		<i>"While the lining may generally remain unreinforced, structural design considerations will dictate the need for and amount of reinforcement."</i>		
199	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, Chapter 8 SEQUENCE OF CONSTRUCTION OF TUNNELS, 8.5.3. Concrete Lining /Permanent Support <i>"Cast-in-place final concrete linings are frequently installed in pour lengths not exceeding 10 meters:"</i>	Requested to allow max length of 12m as reinforcement available in market is 12m in length to avoid wastage.	As per RFP.
200	VOLUME - II	VOLUME - II: DESIGN REPORT PACKAGE-2, Table-3 Results,	1. Estimated deformation as per referred table is 198mm. Please confirm if the same has been considered while dimensioning of tunnel cross sections? Please also confirm requirement of additional allowance for future maintain ace?	As per RFP.
201	VOLUME - V	VOLUME - V: TECHNICAL SPECIFICATIONS Technical Specification	Please provide technical Specification for Tunnel Works	As per RFP.
202	-	FINAL DETAILED PROJECT REPORT VOLUME - V: TECHNICAL SPECIFICATIONS, CHAPTER -8 ROCK BOLTS and GROUTED ANCHOR BARS / BOLTS	Please confirm if the GFRP bolts can be used in the project?	As per RFP.
203	MEP - Schedules	MEP - Schedules	Electrical System: Source of supply Query: Please provide the information regarding the availability of Electrical power supply. Will the supply voltage be available at 11KV or 33KV? .	As per RFP.
204	MEP - Schedules	MEP - Schedules	Electrical System: Source of supply Query: Bringing Permanent or Temporary Power to Site, is it in our scope or not.	As per RFP.
205	MEP - Schedules	MEP - Schedules	Automatic Tunnel Fire Detection and Warning Systems Query: Please clarify the solution required for Fire Detection. We	As per RFP.

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			propose Linear Heat Sensing Fiber based Cable solution throughout the Tunnel and Point based Fire Alarm only in Control room / Substation. Please confirm.	
206	MEP - Schedules	MEP - Schedules	Automatic Tunnel Fire Detection and Warning Systems Query: Please share the detailed specifications for the Fire Detection system.	As per RFP.
207	MEP - Schedules	MEP - Schedules	Emergency Communication system: Query: Please clarify the actual physical specifications including dimension for the Emergency Telephone. Is it IP based or not?	As per RFP.
208	MEP - Schedules	MEP - Schedules	Emergency Communication system: Query: Please clarify the location or spacing between each Emergency Telephones	As per RFP.
209	MEP - Schedules	MEP - Schedules	CCTV system: PTZ / fixed camera Query: Please clarify the specifications of CCTV cameras based on which the location or spacing of cameras to be identified. Please provide.	As per RFP.
210	MEP - Schedules	MEP - Schedules	CCTV system: Recording Storage Query: Please clarify the Recording storage requirement including No. of days / Resolution / Frames per second / Continuous or Motion based etc.	As per RFP.
211	MEP - Schedules	MEP - Schedules	LAN system comprising of core switches & L2 switches with 10G. Query: In general, L2 switches shall be connected to 1G network as the bandwidth consumption will be sufficient. Please amend to 1Gig instead of 10Gig for L2 Switches.	As per RFP.

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212	MEP - Schedules	MEP - Schedules	IP based EPABX system comprising of core switches & L2 switches with 10G. Query: In general, L2 switches shall be connected to 1G network as the bandwidth consumption will be sufficient. Please amend to 1Gig instead of 10Gig for L2 Switches.	As per RFP.
213	MEP - Schedules	MEP - Schedules	Driver face and automatic number plate recording system / recognition system Query: Please clarify the No. of Lanes in each Tunnel and the type of camera specification & Camera qty to be used for this application of ANPR & Facial Recognition.	As per RFP.
214	MEP - Schedules	MEP - Schedules	Baggage Scanner: Query: Please clarify the qty and location of X Ray Baggage Scanner. As this Tunnel is for Vehicle access, please clarify the requirement of Baggage Scanner.	As per RFP.
215	MEP - Schedules	MEP - Schedules	Electromechanical Boom Barrier: Query: Please clarify the Width of the Lane entry of each side of the Tunnel as 6m Boom Barrier may not cover the complete Tunnel width and we have to select 2 Barriers in such case. Please confirm.	As per RFP.
216	MEP - Schedules	MEP - Schedules	SCADA system: Query: Please clarify the Hardware Controller required for the SCADA is PLC based or DDC based solution.	As per RFP.
217	MEP - Schedules	MEP - Schedules	SCADA system: Query: Please provide the IO summary for the SCADA system including complete Hardware/Software level	As per RFP.

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			Interfaces such as Mechanical, HVAC, Plumbing, Lighting, Fire Fighting, UPS & DG etc.,	
218	General	General	Kindly Provide MEP Technical Specification and approved Make.	As per RFP.
219	General	General	Please provide the traffic data analysis report, such as Daily traffic, Rush hour traffic, No. of Diesel/Petrol vehicles, and the percentage of (light/medium/heavy vehicles), etc.	As per RFP.
220	General	General	Please Provide Complete Design base Report (DBR) for MEP Works.	As per RFP.
221	General	General	There is no details available for Tunnel Radio Re-broadcasting system for Emergency services like Fire, Ambulance, Police, Disaster Management & Tunnel Maintenance. Please provide the details for this requirement.	As per RFP.
222	MEP - Schedules	MEP - Schedules	The tender mentioned Supplying, installation, testing and commissioning of driver face and automatic number plate recording system / recognition system including high resolution camera and software set for the driver face capture and automatic number plate recording. Query : Confirm the requirement of Face recognition of the drivers of moving Vehicle.	As per RFP.
223	MEP - Schedules	MEP - Schedules	Baggage scanner big: computer based multi energy X-Ray baggage inspection system capable of passing through bags/parcels of dimension 940mm (W) x 640mm (H) with Belt Height- 750mm-	As per RFP.

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			850mm with 22'724" LCD Monitor, Input/ Output rollers with frames etc. as required. Query: Kindly let us know the application of the same to consider. Is there any scanning arrangement at portal to consider..?	
224	MEP - Schedules	MEP - Schedules	SCADA systems & network devices and instruments for 3D monitoring. Query : Application requirement for 3D monitoring is not clear to us	As per RFP.
225	Cl. 7.5 (v) of DCA and Ann-III of Schedule G	Retention Money 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 (i) Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.	Referred form Annex-II is provided for release of Advance Payment and not for release of Retention Money. Bidder request Authority to provide the Form for Release of Retention Money.	As per Amendment-3.
226	Cl. 7.5 of DCA	Retention Money ¹⁰ The Authority may, in its discretion, omit Clause 7.5 and in lieu thereof increase the Performance Security under Clause 7.1 from 7.5% (seven point five per cent) to 10% (ten per cent).	Bidder understands that Retention money of 5% of the Contract Price can be substituted with the submission of Performance Security increased by additional 2.5% of the Contract Price. If the bidder's understanding is correct, the referred clause may kindly be modified to the following. ¹⁰ The Authority may, in its discretion, omit Clause 7.5 and in lieu thereof increase the Performance Security under Clause 7.1 from 3% (three per cent) 7.5% (seven point five per cent) to 5.5% (five point five per cent) 40% (ten per cent) .	As per RFP.

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227	Cl. 8.6 of DCA	<p>Special/ temporary Right of Way</p> <p>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.</p>	<p>Based on the information gathered during site visit conducted, both the portals of tunnel & approach road are not accessible at this stage. As it is not clearly stated in the bid document that whether Authority will be provide the motorable access to the portal & approach road by the Appointed date.</p> <p>Considering the above, Bidder request authority to confirm that the motorable access to portal, approach roads including the land required for access roads will be carried out by Authority and the same will be completed prior to assigning the Appointed Date.</p>	<p>Bidders are requested to visit the site and bid accordingly.</p>
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228	Cl. 10.3 (i) of DCA	<p>Construction of the Project Highway</p> <p>The Contractor shall construct the Project Highway as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The [913th (Nine Hundred Thirteenth) day] from the Appointed Date shall be the scheduled completion date</p>	<p>Bidder request Authority to modify the type error in Cl. 10.3 (i) of DCA as per the Cl. 5 of Schedule-J & RFP top page to. The [1096th (Ten Hundred Ninety Six) day] from the Appointed Date shall be the scheduled completion date</p>	Please refer to Amendment No-4
229	Cl. 5, Schedule-J	<p>Scheduled Completion Date</p> <p>The Scheduled Completion Date shall occur on the 1096th day from the Appointed Date.</p>		As per Schedule-J.
230	Cl. 10.3 (ii), DCA	<p>Liquidated Damages</p> <p>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-</p>	<p>Considering the value of the project, the deduction of high amount of Liquidated damages (LD) i.e. 44 Lacs/day will directly impact the cashflow during critical phase of the project execution, Bidder request</p>	As per RFP.

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		<p>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; 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.</p>	<p>Authority to modify the referred clause as mentioned below for incorporating the following changes.</p> <ol style="list-style-type: none"> Reduction of LD to 0.025% CP/day from 0.05% CP/day {Rs 22 lakhs per day} Refund of the deducted LD if the next successive milestone is achieved instead of waiting till the project is completed. <p>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 0.025% (zero point zero two five percent) of the Contract Price for delay of each day; provided further that in the event the (i) the next/ successive milestone or (ii) 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.</p>	
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231	Cl. 10.3 (iii), DCA	<p>Liquidated Damages (LD)</p> <p>The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. The Parties expressly agree that the total amount of Damages under Clause 10.3 (ii) shall not exceed 10% (ten percent) 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 Authority shall be entitled to terminate this Agreement by issuing a Termination Notice in accordance with the provisions of Clause 23.1 (ii).</p>	<p>a. Similar to the request above, Bidder also request Authority to modify the referred clause with a maximum Liquidated Damages of 5% (Five Percent) only.</p> <p>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, the provision of termination on account of exceeding the maximum LD shall be deleted.</p>	As per RFP.
232	Cl. 13.2(iv)(b) of DCA	<p>For item of Works not included in Schedule of Rates as mentioned in sub-para (a) of Clause 13.2 (iv) above, the cost of same</p> <p>For the avoidance of doubt, in case the cost as determined by the Contractor and the Authority reveals a difference of more than 10% (ten per cent), the cost as determined by the Authority shall be considered as final and binding on the Contractor.</p>	<p>Bidder request Authority to modify the highlighted portion of the referred clause as shown below.</p> <p>For item of Works not included in Schedule of Rates as mentioned in sub-para (a) of Clause 13.2 (iv) above, the cost of same</p> <p>For the avoidance of doubt, in case the cost as determined by the Contractor and the Authority reveals a difference of more than 10% (ten per cent), the cost will be finalized in consultation with the Authority.</p>	As per RFP.
233	Cl. 13.4(ii) of DCA	<p>Restrictions on Change of Scope</p> <p>... ..</p> <p>The total value of all Change of Scope Orders shall not exceed 10% (ten per cent) of the Contract Price.</p>	<p>Considering the occurrence & magnitude of modifications/ alterations to the works under "Change of Scope" could not be foreseen at any stage by the contractor and the same are not due to default of him, Bidder request</p>	As per RFP.

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			Authority to delete the maximum amount of ceiling on restrictions on Change of Scope.	
234	Cl. 19.2(i) of Draft Contract Agreement (DCA)	<p>Advance Payment</p> <p>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 mobilisation expenses. The Advance Payment for mobilisation expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price</p>	<p>Screenshot obtained from RBI official website (www.rbi.org.in) is attached below. Bidder feels that simple interest of 9.75% {i.e. 6.75% bank rate + 3%} is on higher side as there were continuous increase of bank rate by RBI from 4.25% to 6.75% in short period of times.</p> <p>Considering the above, Bidder request Authority, on the interest of the project, reduce the same to 6.75% only without any additional Plus % with Bank rate.</p> 	As per RFP.
235	Cl. 19.2 (ii) of DCA	<p>Advance payment:</p> <p>In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee.</p>	Bidder request authority to allow release of advance payment for construction equipment (machinery advance) in lieu of Hypothecation of machinery	As [per RFP.

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236	Cl. 19.2 (iv) of DCA	<p>Advance Payment</p> <p>... ..</p> <p>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 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.</p>	<p>Form provided for bank guarantee for Advance payment, as per Schedule-G, is Annex-II as there are no other forms named as Annex-III.</p> <p>Bidder request Authority to modify the type error in Cl. 19.2 (iv) of DCA as per the above.</p>	Please refer to Amendment no-4.
237	Cl. 19.2 (vi) of DCA	<p>Advance payment:</p> <p>... ..</p> <p>The Advance Payment shall be repaid through percentage deductions from the stage payments determined by the Authority's Engineer in accordance with Clause 19.5, as follows:</p> <p>(a) deductions shall commence in the first Stage Payment Statement;</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>Cashflow 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% of each stage payment in the first Stage payment statement will have huge cascading effect in managing the cashflow. It is also observed that deducting 15% of each stage payment upto the time when 80% of construction period is over will not cover the entire recovery of Full advance of 15% of Contract Price (10% Mob Adv + 5% Machinery advance)</p> <p>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</p>	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

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			<p>deductions and repayments of retention) exceeds 20%(Twenty percent) of the Contract Price; and</p> <p>(b) deductions shall be made at the rate of 21.42%* 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 90% (Ninety percent) of the Contract Price has been certified for payment.</p> <p>*21.42% (Twenty one point four percent) shall comprise 14.28% (10% Mob Adv / (90%-20% period) for recovery of advance for mobilisation + 7.14% (5% Machinery Adv / (90%-20% period) for recovery of advance against newly purchased key construction equipment required for work.</p>	
238	CL. 19.10 (iv) (c) of DCA	<p>Price adjustment for the Works</p> <p>....</p> <p>The following expressions and meanings are assigned to the value of the work done:</p> <p>RW= Value of work done for the completion of a stage under the following items of Schedule-H:</p> <p>i. Road works; and</p> <p>ii. Other works</p>	<p>As the major scope of work includes Tunnel, kindly modify the referred clause to include VALUE of work done for tunnel also.</p> <p>Bidder wants to highlight that the similar changes were made in previous tenders of NHIDCL and NHAI.</p> <p>In addition, the component of labour, cement, steel, Fuel, Other Material, Machineries shall be modified</p>	<p>Please refer to amendment no-4.</p>

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaihawk section of NH-6 in the State of Mizoram on EPC Mode."

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		<p>BR = Value of work done for the completion of a stage under the items Major Bridges and Structures (Schedule-H)</p> <table><tr><th rowspan="3">Component</th><th colspan="5">Item</th></tr><tr><th colspan="4">Road Works</th><th rowspan="2">Major Bridges and Structures</th></tr><tr><th>Earthwork, Granular work, and Other works</th><th>Bituminous work</th><th>Cement Concrete Pavement</th><th>Culverts, minor bridges and other structures</th></tr><tr><td>Labour (PL)</td><td>[20%]</td><td>[20%]</td><td>[20%]</td><td>[15%]</td><td>[15%]</td></tr><tr><td>Cement (PC)</td><td>[5%]</td><td>Nil</td><td>[20%]</td><td>[15%]</td><td>[15%]</td></tr><tr><td>Steel (PS)</td><td>Nil</td><td>Nil</td><td>Nil</td><td>[15%]</td><td>[20%]</td></tr><tr><td>Bitumen (PB)</td><td>Nil</td><td>[15%]</td><td>Nil</td><td>Nil</td><td>Nil</td></tr><tr><td>Fuel and lubricants (PF)</td><td>[10%]</td><td>[10%]</td><td>[10%]</td><td>[10%]</td><td>[10%]</td></tr><tr><td>Other Materials (PM)</td><td>[50%]</td><td>[40%]</td><td>[35%]</td><td>[30%]</td><td>[25%]</td></tr><tr><td>Plant, machinery and spares. (PA)</td><td>[15%]</td><td>[15%]</td><td>[15%]</td><td>[15%]</td><td>[15%]</td></tr><tr><td>Total</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr></table>	Component	Item					Road Works				Major Bridges and Structures	Earthwork, Granular work, and Other works	Bituminous work	Cement Concrete Pavement	Culverts, minor bridges and other structures	Labour (PL)	[20%]	[20%]	[20%]	[15%]	[15%]	Cement (PC)	[5%]	Nil	[20%]	[15%]	[15%]	Steel (PS)	Nil	Nil	Nil	[15%]	[20%]	Bitumen (PB)	Nil	[15%]	Nil	Nil	Nil	Fuel and lubricants (PF)	[10%]	[10%]	[10%]	[10%]	[10%]	Other Materials (PM)	[50%]	[40%]	[35%]	[30%]	[25%]	Plant, machinery and spares. (PA)	[15%]	[15%]	[15%]	[15%]	[15%]	Total	100%	100%	100%	100%	100%	separately to include tunnel works accordingly.	
Component	Item																																																																		
	Road Works				Major Bridges and Structures																																																														
	Earthwork, Granular work, and Other works	Bituminous work	Cement Concrete Pavement	Culverts, minor bridges and other structures																																																															
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221	Cl. 19.10 (iv) (d) of DCA	<p>Price adjustment for the Works</p> <p>....</p> <p>(i) $VRW=0.85RWx[PLx(LI-LO)/LO+PAx(AI-AO)/AO+PFx(FI-FO)/FO+PBx(BI-BO)/BO +PMx(MI-MO)/MO +PC x(CI- CO)/CO+PS x(SI- SO)/SO]$</p> <p>(ii) $VBR=0.85BRx[PLx(LI-LO)/LO+PAx(AI-AO)/AO+PFx(FI-FO)/FO+PMx(MI- MO)/MO+PC x(CI-CO)/CO +PS x(SI- SO)/SO]$</p> <p>... ..</p> <p>FO = The official retail price of high speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation (“IOC”) in the State of Assam on the Base Date.</p> <p>LO = The consumer price index for industrial workers for Guwahati Circle in the State of Assam, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the BaseDate.</p>	<p>Considering the project is in Mizoram, the price indices of Fuel & Lubricants and Labour to be modified as mentioned below.</p> <p>FO = The official retail price of high-speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation (“IOC”) located at Aizawl in the State of Mizoram on the Base Date.</p> <p>LO = The consumer price index for industrial workers for Guwahati Circle in the State of Mizoram, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter</p>	Please refer to Amendment no-4.																																																															

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

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			called "CPI") for the month of the Base Date.	
239	Cl. 20 of DCA & Cl. 3.(i) Schd-P, Insurance	Schedule-P Insurance against injury to persons and damage to property The insurance cover shall be not less than: Rs. [*****]	Bidder request Authority to specify the insurance cover against injury to persons and damage to property.	As per RFP.
240	Cl. 20.2 & 20.3 of DCA	Notice to the Authority No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 20. Evidence of Insurance Cover (i) All insurances obtained by the Contractor in accordance with this Article 20 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (ten) days from the Appointed Date, the Contractor shall furnish to the Authority notarised true copies of the certificate(s) of insurance, copies of insurance policies...	Bidder request Authority to suitably modify Cl. 20.3 (i) to allow at least 45 days for submission of the notarized true copies of the certificates of insurance.	As per RFP.
241	Cl. 21.6 (i) (b) of DCA Cl. 21.3 of DCA	Effect of Force Majeure Event on the Agreement upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and Indirect Political Event	As Indirect Political events {war, strikes, civil commotion, and etc., as defined in Cl.21.3}, and their occurrences at any time during project performance, are beyond the control and not due to the default of the contractor, hence full compensation towards the same shall be allowed / reimbursed by the Authority which is similar to the provision that is allowed for compensation towards Political Events {as allowed in Cl. 21.6 (i) (c)}	As per RFP.

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		<p>An Indirect Political Event shall mean one or more of the following acts or events:</p> <p>(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;</p> <p>(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;</p> <p>(c) any civil commotion, boycott or political agitation which prevents construction of the Project Highway by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;</p> <p>(d) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;</p> <p>(e) any Indirect Political Event that causes a Non-Political Event; or</p> <p>(f) any event or circumstances of a nature analogous to any of the foregoing.</p>		
242	Cl. 22 of DCA	Suspension of Contractor's Rights	Kindly incorporate the suspension provision for Contractor as well along with Cost & Time compensation.	As per RFP.
243	Draft Contract Agreement	Extraordinary Geological occurrences (EGO)	Bidder noted that the standard provision in Draft contract agreement under Article-29 for tackling occurrences of EGO is requested to be reinstated.	As per RFP.
244	Annex-IV to Schedule-A	<p>Annex-IV: Environment Clearances</p> <p>The project Highway does not require Environment Clearance as per MoRTH corrigendum dated 22.08. 2013. The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F'.</p>	Bidder request Authority to provide the location, area, capacity of the identified muck dumping sites of the project.	As per Amendment-4.

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245	Annex-I to Schedule B	Annex-I: Description of Two/ Four - Laning (xi) Typical Cross-sections of the Project Highway 6. Road side Drainage 7. Design of Structures (Bridges & Culverts) 11. Hazardous Location 12. Special Requirement of Hill Roads	Length of various types of Road cross sections, Chute & Catch water drains, Bridges, Culverts, Crash barrier, Retaining/ Breast/ Toe/ Gabion walls provided in Annex-I of Schedule-B are considered as the basis for release of payment on pro-rata completion under Schedule-H and any variation to the same will be dealt under Article-13 of DCA.	As per RFP & amendment No-04.									
246	Schedule-H	Contract Weight Percentages	Kindly confirm.										
247	Cl. 2(ii) of Schedule-B	Design Speed The design speed shall be the minimum design speed of 40 km per hour for hilly terrain.	Bidder understand that the design speed of 40 kmph is applicable for road & tunnel portion as well. Kindly confirm.	As per RFP & amendment No-04.									
248	Cl. 5(iii) of Schedule-B	Design Period and strategy As per clause 5.4.1 (i), 5.9 & 5.10 of IRC: SP: 73- 2018 & IRC: SP:84-2019 Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 20 years . Stage construction shall not be permitted Design Traffic As per clause 5.4.1 (i), 5.9 & 5.10 of IRC: SP: 73- 2018 Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for a design traffic of 20 million standard axles.	Bidder understand that design traffic of 20 million standard axles is applicable to Tunnel portion also and request Authority to confirm the design life period of tunnel as well.	As per RFP & amendment No-04.									
249	Cl. 7 (i) of Schedule-B	Design of Structures <table><tr><th>Sr.No.</th><th>Bridge at Km</th><th>Width of carriageway and cross-sectional features*</th></tr><tr><td>1</td><td>11+530</td><td>2x10.15 m to total width 96.428 (SK)</td></tr><tr><td>2</td><td>14+325</td><td>2x10.15 m to total width 46.90</td></tr></table>	Sr.No.	Bridge at Km	Width of carriageway and cross-sectional features*	1	11+530	2x10.15 m to total width 96.428 (SK)	2	14+325	2x10.15 m to total width 46.90	Bidder request Authority to provide tendering stage General Arrangement drawings of the bridge across Durtang Lui and Muthi Lui	All available documents including DPR have already been provided.
Sr.No.	Bridge at Km	Width of carriageway and cross-sectional features*											
1	11+530	2x10.15 m to total width 96.428 (SK)											
2	14+325	2x10.15 m to total width 46.90											

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250	Cl. 7(i) of Annex-I (Schedule-B)	Water Proofing Water proofing (Umbrella System water proofing for tunnel geotextile/ drainage layer nailed at intervals onto tunnel wall using PVC-disk, 2pcs/sq.ya. membrane 3.0mm welded to PVC disk. Joints are welded by hot wedge machine or hot air. water barrier welded to the membrane as required including cost of all materials, machinery, labour, ventilation, lighting, drainage etc., complete.)	Bidder understands that the entire tunnel cross-section is to be provided with water proofing membrane along with associated items and bidder request Authority to confirm the same along with providing the specification of water proofing membrane & geotextile.	As per RFP & amendment No-04.
251	Cl. 7 (b) of Annex-I (Schedule-B)	Fire Thermal power of 50 MW	Bidder understands that the tunnel lining shall be designed for 50 MW thermal power. Kindly confirm	As per RFP.
252	Annex-I (Schedule-B)	Rock Class variation	<p>Considering the occurrence & magnitude of variation in length in particular rock classifications which are not due to default of the contractor and at the same time it could not be foreseen at any stage by the contractor, Bidder request Authority to allow the standard mechanism in the bid document and kindly specify the percentage of rock classes.</p> <p>Any variation in the rock classifications shall be treated as Change of Scope in such case where variation in length interchanges from one rock class to other rock class beyond the classification specified in Schedule-B.</p>	As per RFP & amendment No-04.
253	Cl. 7(vii)(a) of Schedule-B	Functional/Safety Requirements Based on Length of Tunnel		As per RFP.

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		<p>(a) Functional/Safety Requirements Based on Length of Tunnels</p> <table><tr><th rowspan="2">Classification of Tunnel</th><th colspan="5">Double Tube Uni-Directional</th></tr><tr><th>CP</th><th>Vent</th><th>Light</th><th>Comm</th><th>Fire Safety</th></tr><tr><td>Long tunnel >1500 m</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td></tr></table> <ul style="list-style-type: none">• Fire safety - Fire extinguisher at spacing of 100 m• Communication - Telephone at spacing about 100 m• Lighting - Tunnels Lighting as IRC:SP-91-2019- Cross Passages - Cross passages provided at 500 m spacing <table><tr><th>SL.No</th><th>Chainage</th><th>Length</th><th>Carriageway</th><th>Remarks</th></tr><tr><td>1</td><td>CH: 11600 to CH: 14100</td><td>2500.00m</td><td>7.0 m (Walkway & utility 750+Edge strip 500+Carriageway 7000+Edge Strip 500+ Footpath cum drain & utility 1500) mm</td><td>Twin Tube Tunnel, having Inlet Portal 100.0 m and Outlet Portal 100.0 m Rigid Pavement composition within the Tunnel portion DLC - & utility 150 mm PQC - 350 mm</td></tr><tr><td>2</td><td>Cross Passage</td><td>4x22.7m</td><td>(Footpath cum drain & utility 1500+Edge strip 500+Carriageway 5000+Edge Strip 500+ Footpath cum drain & utility 1500) mm</td><td>Rigid Pavement composition within the Tunnel portion DLC - & utility 150 mm PQC - 350 mm</td></tr></table>	Classification of Tunnel	Double Tube Uni-Directional					CP	Vent	Light	Comm	Fire Safety	Long tunnel >1500 m	Yes	Yes	Yes	Yes	Yes	SL.No	Chainage	Length	Carriageway	Remarks	1	CH: 11600 to CH: 14100	2500.00m	7.0 m (Walkway & utility 750+Edge strip 500+Carriageway 7000+Edge Strip 500+ Footpath cum drain & utility 1500) mm	Twin Tube Tunnel, having Inlet Portal 100.0 m and Outlet Portal 100.0 m Rigid Pavement composition within the Tunnel portion DLC - & utility 150 mm PQC - 350 mm	2	Cross Passage	4x22.7m	(Footpath cum drain & utility 1500+Edge strip 500+Carriageway 5000+Edge Strip 500+ Footpath cum drain & utility 1500) mm	Rigid Pavement composition within the Tunnel portion DLC - & utility 150 mm PQC - 350 mm	General arrangement drawing of tunnel with invert is provided in the referred drawing. a. Bidder request Authority to confirm that the “Functional/ Safety Requirements Based on Length of Tunnels” is the minimum requirement to be met by the Bidders, and b. Please confirm that contractor is allowed to modify the sectional profile of the tunnel without deviating from the requirement specified in “Functional/ Safety Requirements Based on Length of Tunnels”	
Classification of Tunnel	Double Tube Uni-Directional																																			
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254	Drawings in DPR Folder	Tunnel Drawing General Arrangement Drawings	100m length considered for both the portals falls within the 4-lane carriageway road portion. Please confirm.																																	
255	Cl. 7(vii)(b) (j) of Schedule-B	Energy Supply 2 Nos of 2.6 MW Substation Providing and supply of 11 kV Line from Luangmual Sub-station to Aizawl Bypass inlet substation (7Km length) and Zuangtui Sub-station to Aizawl Bypass Tunnel outlet substation (2Km length) including civil works foundation as required	Bidder request Authority to confirm that the adequate amount of encumbrance free land required for installation of 11 kV line from these existing substations to tunnel portals are already available/ will be completed by Authority prior to the Appointed Date.	As per RFP.																																
256	Table 1.3.1 of (i), Schedule-H	Contract Weight Percentages Procedure of estimating the value of work done. (i) Road works	As the total 2-lane length of road in the project is 3.2km, Bidder request Authority to modify the Payment procedure to atleast 10% of the Total length instead of 5km.	As per RFP.																																

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

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		<p>Procedure for estimating the value of road work done shall be as follows:</p> <p style="text-align: center;"><u>Table 1.3.1</u></p> <table><tr><th></th><th>Stage of Payment</th><th>Percentage-weightage</th><th>Payment Procedure</th></tr><tr><td>B.1</td><td>Reconstruction/New 2- lane realignment/bypass (Flexible pavement)</td><td></td><td rowspan="6">Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of stage in full length or 5(five) km length, whichever is less.</td></tr><tr><td>1</td><td>Earthwork up top of the sub-grade</td><td>68.480%</td></tr><tr><td>2</td><td>Sub-Base Course</td><td>5.920%</td></tr><tr><td>3</td><td>Non Bituminous Base Course</td><td>4.480%</td></tr><tr><td>4</td><td>Bituminous Base Course</td><td>6.400%</td></tr><tr><td>5</td><td>Wearing Coat</td><td>4.960%</td></tr><tr><td>6</td><td>Widening and repair of culverts</td><td></td><td rowspan="2">Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of atleast five culvert.</td></tr><tr><td>D</td><td>Re- Construction and New culverts on existing road, realignments, bypasses, Culverts (length,6m)</td><td>8.96%</td></tr></table>		Stage of Payment	Percentage-weightage	Payment Procedure	B.1	Reconstruction/New 2- lane realignment/bypass (Flexible pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of stage in full length or 5(five) km length, whichever is less.	1	Earthwork up top of the sub-grade	68.480%	2	Sub-Base Course	5.920%	3	Non Bituminous Base Course	4.480%	4	Bituminous Base Course	6.400%	5	Wearing Coat	4.960%	6	Widening and repair of culverts		Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of atleast five culvert.	D	Re- Construction and New culverts on existing road, realignments, bypasses, Culverts (length,6m)	8.96%		
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257	Table 1.3.3 of (iii), Schedule-H	<p>Contract Weight Percentages</p> <p>Procedure of estimating the value of work done.</p> <p>(i) Tunnel Work & Structures</p> <p>Procedure for estimating the value of road work done shall be as follows:</p>	<p>Considering the request of release of monthly IPC, length of tunnel, payment procedure allowed for similar tunnel tenders invited by NHIDCL, Bidder request Authority to modify the Payment procedure of Tunnel Work & Structures as mentioned below.</p> <p>“Unit of measurement is linear length-meter. Payment of each stage shall be made on pro rata basis of completion of a stage in a continuous length of 50 meter of individual tube. “Instead of 10% of the total length.</p>	As per Amendment-4.																														

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		<table><tr><td>B</td><td>Main Tunnel</td><td>100.00%</td><td></td></tr><tr><td>1</td><td>Temporary Dewatering Arrangement</td><td>0.97%</td><td></td></tr><tr><td>2</td><td>Underground Excavation & over break in underground excavation for portal in Support Category dominating the Face Area</td><td>15.98%</td><td rowspan="8">Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.</td></tr><tr><td>3</td><td>Water proofing & Permanent Dewatering Arrangement</td><td>10.09%</td></tr><tr><td>4</td><td>Primary support measures (Bolts & Anchors, Shotcrete & Wire Mesh including Drilling and Grouting)</td><td>9.49%</td></tr><tr><td>5</td><td>Concrete Back filling & bed lining work</td><td>8.94%</td></tr><tr><td>6</td><td>Fabricating and fixing in position permanent structural steel supports</td><td>36.51%</td></tr><tr><td>7</td><td>Precast RCC Lagging M 20 grade</td><td>3.67%</td></tr><tr><td>8</td><td>Final RCC Lining and Niche for Parking and Cabinet</td><td>14.35%</td></tr><tr><td>C</td><td>Cross Passage</td><td>100.00%</td></tr><tr><td>1</td><td>Temporary Dewatering Arrangement</td><td>0.98%</td><td></td></tr><tr><td>2</td><td>Underground Excavation & over break in underground excavation for portal in Support Category dominating the Face Area</td><td>16.15%</td><td rowspan="8">Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.</td></tr><tr><td>3</td><td>Water proofing & Permanent Dewatering Arrangement</td><td>11.62%</td></tr><tr><td>4</td><td>Primary support measures (Bolts & Anchors, Shotcrete & Wire Mesh including Drilling and Grouting)</td><td>8.72%</td></tr><tr><td>5</td><td>Concrete Back filling & bed lining work</td><td>7.33%</td></tr><tr><td>6</td><td>Fabricating and fixing in position permanent structural steel supports</td><td>33.68%</td></tr><tr><td>7</td><td>Precast RCC Lagging M 20 grade</td><td>4.29%</td></tr><tr><td>8</td><td>Final RCC Lining and Niche for Parking and Cabinet</td><td>17.23%</td></tr></table>	B	Main Tunnel	100.00%		1	Temporary Dewatering Arrangement	0.97%		2	Underground Excavation & over break in underground excavation for portal in Support Category dominating the Face Area	15.98%	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.	3	Water proofing & Permanent Dewatering Arrangement	10.09%	4	Primary support measures (Bolts & Anchors, Shotcrete & Wire Mesh including Drilling and Grouting)	9.49%	5	Concrete Back filling & bed lining work	8.94%	6	Fabricating and fixing in position permanent structural steel supports	36.51%	7	Precast RCC Lagging M 20 grade	3.67%	8	Final RCC Lining and Niche for Parking and Cabinet	14.35%	C	Cross Passage	100.00%	1	Temporary Dewatering Arrangement	0.98%		2	Underground Excavation & over break in underground excavation for portal in Support Category dominating the Face Area	16.15%	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.	3	Water proofing & Permanent Dewatering Arrangement	11.62%	4	Primary support measures (Bolts & Anchors, Shotcrete & Wire Mesh including Drilling and Grouting)	8.72%	5	Concrete Back filling & bed lining work	7.33%	6	Fabricating and fixing in position permanent structural steel supports	33.68%	7	Precast RCC Lagging M 20 grade	4.29%	8	Final RCC Lining and Niche for Parking and Cabinet	17.23%		
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258	Table 1.3.3 of (iii), Schedule-H	<p>Contract Weight Percentages</p> <p>Procedure of estimating the value of work done.</p> <p>(i)(D) Other Items</p>		<p>As the work of Ventilation, Fire-fighting, lighting are carried out by specialized contractors involving huge cost in supply, Bidder request Authority to modify the Payment procedure of Other, Electromechanical, Ventilation works as mentioned below.</p> <p>“On Supply, installation and commissioning of E&M equipment in prorate length/ numbers in the ratio of 50:30:20.</p>	As per RFP.																																																										
259	Drawings in DPR Folder	<p>Tunnel Drawing</p> <p>Typical Detailed of Lining for “Very Poor, Poor, Average” Rock</p>	<p>Typical Rock support drawings of the following rock classes are provided in the referred drawing along with details of shotcrete, rock bolts, Steel ribs, concrete lining</p> <ul style="list-style-type: none">• Very poor rock	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of																																																											

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

			<ul style="list-style-type: none"> Poor rock Average Rock <p>a. Bidder request Authority to confirm that Rock class percentages of the above support classes anticipated in the tunnel, and</p> <p>Bidder request Authority to confirm that the "rock support details" along with concrete lining, provision of reinforcement in lining are indicative and the same can be modified by the Bidder while submission of the bid.</p>	DPR has already been uploaded for reference purpose only.
260	Drawings in DPR Folder	Geological Mapping Drawings	<p>Geological mapping drawing for tunnel is provided in DPR drawings. Bidder request Authority to provide the following</p> <ol style="list-style-type: none"> Geological Longitudinal section along with chainage-wise rock class anticipated. Photographs of borehole cores obtained. <p>Geological baseline report which forms basis for estimation of tunnel rock classes.</p>	
261	General	Contractor's Camp	<p>Bidder understand that adequate land parcels that is required for establishment of contractor's camp have already been identified and encumbrance free land for the same will be acquired by Authority.</p>	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

262	General	Overbreak	Bidder request Authority to include the provision/ mechanism for cost compensation towards carrying out the remedial works including backfilling the Geologically accepted over break as the occurrence of Geologically accepted overbreak, including its magnitude, are not due to reasons attributable to the workmanship and occurs purely due to geological reasons which are beyond the control of any experience contractor.	As per RFP.
263	General	Access to Project components	Bidder request Authority to confirm whether motorable access to all the project components, muck disposal locations are already available and if some of the accesses needs to be constructed by the Contractor to access project components i.e. portals, disposal areas and etc., additional payment for the same shall be allowed.	Bidder are requested to visit the site and bid accordingly,
264	Cl. 2.12 of RFP	BID Due Date	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 at least 4 weeks from the current bid due date i.e. End of Dec'23.	Please refer Amendment No-3.
265	DPR, Drawings and DCA	<ul style="list-style-type: none"> The Enclosed Drawings do not contain detailed geological information other than limited mapping. The Volume III has information about portal areas only. 	The determination of expected excavation and support classes, required support measures, progress	i. All available documents including DPR has already been provided.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaihawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		<ul style="list-style-type: none"> Volume II design Report contain limited calculations on tunnel support, but distribution of expected rock types / ground types along the tunnel is not given. Schedules are silent on rock class distribution. 	<p>rates etc. are required by the tenderers for making reasonable bids but the Detailed Concession Agreement (DCA) Article 6, clause 6.1 transfers all ground risk to the Contractor. Given the limited information provided and the fact that it is not reasonable for every Contractor to carry out its own investigations during the tender bidding period, the following is requested:</p> <p>(i) Detailed and reliable information on ground type / rock type distribution along the tunnel as part of the DPR (i.e detailed Geotechnical Interpretative Report / Geotechnical Baseline Report may be provided.</p> <p>(ii) Further the payment and construction time based on actual encountered rock conditions as compared to the anticipated rock typical distribution may be provided in the DCA.</p>	ii. As per RFP.
266	Drawings		<p>Queries with reference to typical tunnel cross section / support drawing:</p> <ul style="list-style-type: none"> Waterproofing outside of primary support / rib is not practicable and even unsafe to install. 250mm concrete lining (=final lining) seems under-dimensioned, even more so since no construction tolerances are considered. For equal calculation basis for all bidders, this should be reviewed 	As per RFP.

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REPLIES TO PRE BID QUERIES

			<p>in the drawings.</p> <ul style="list-style-type: none"> • Lay-Bays are shown away from locations of cross passages. Furthermore, Lay-bys are normally constructed on the outside / left lane in twin-tubes tunnels. It is assumed that these adaptations are permissible. Please confirm. • Cross Passage: Standard practice would be to provide doors on each side of each cross passage (i.e., 2 doors / locks per cross passage). This is required in terms of safety in case of a fire incident and ventilation. It may be confirmed that these facilities are to be provided or not. 	
267	KMZ File		Google KMZ file is required as it is not available in tender documents.	All available documents including DPR has already been provided.
268	Coordinates		Tunnel portals coordinates are not available in tender documents. These may please be provided.	As per RFP.
269	Schedule H		<p>(i) The value of work done for road works is 6.25% of total. Out of this total for sub items 1 to 5 is 99.2% only. Sub item 6- widening of culverts is left blank. This needs clarification, if remaining 0.8% is for sub item 6?</p> <p>(ii) The total % of D: Other Items adds to 100.03%. Further the Total % of Other Works totals to 99.99 %. These may be clarified.</p>	Please refer to Amendment No-4.
270	RFP	Clause 1.1.1 - Completion Period is 36 months + 120 months of Maintenance.	This Project has length of 4.6 KM out of which 2.5 km is Tunnel and 2.1 km	As per RFP.

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REPLIES TO PRE BID QUERIES

		<p>Clause 1.1.2 - The Defect liability period is:-</p> <p>(a) 5 years for from the date of completion in case of road having constructed with flexible pavement.</p> <p>(b) 10 years for the date of completion in case of all Stand-alone Structures - Major Bridges/ Tunnels.</p>	<p>is road with flexible pavement.</p> <p>It may be confirmed that the Tunnel part will have a maintenance period of 10 years and road part (with flexible pavement) will have maintenance period of 5 years.</p>	
271	RFP	<p>A Bidder is required to submit, along with its BID, a BID Security of (1% of EPC) ₹ 8.94 Crores (Rupees Eight Crore Ninety-Four Lakh Only) (the "BID Security") in form of e- Bank Guarantee (e-BG) or may be deposited through online facility provided by the IndusInd Bank.</p> <p>Bidder will have facility to deposit the tender fee (cost of bid documents), as mentioned in datasheet, in favor of NHIDCL through online facility provided by the IndusInd Bank. No amount should be deposited directly in the bank account of NHIDCL.</p>	<p>It is requested that submission Physical Bank Guarantees and Cost of Tender online payment to Authority Account may also be permitted.</p>	<p>As per Amendment No- 2 & 03. Morth Circular dt 31.05.2023 shall be applicable.</p>
272	RFP clause 2.7.1: Part - III [Feasibility Report / Detailed Project Report provided by the authority].		<p>No feasibility report or DPR is attached with the tender document. Please provide for contractor's assessment.</p>	<p>Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.</p>
273	Annexure-III to Schedule-A: The alignment of the Project Highway is enclosed in alignment plan. Finished road level indicated in the		<p>No level sheet or Longitudinal section provided in the tender as referred herein for contractor's reference. Please review and confirm.</p>	<p>Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been</p>

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phajbawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

	alignment plan shall be followed by the contractor as minimum FRL. In any case, the finished road level of the project highway shall not be less than those indicated in the alignment plan. The contractor shall, however, improve/upgrade the Road profile as indicated in Annex-III based on site/design requirement.			uploaded for reference purpose only.
274	Clause 4.11: Site data (i). (e) the means of access to the Site and the accommodation the Contractor may require;		It is learnt during site visit that due to huge elevation difference from possible connecting areas, approaches would require with multiple hairpin bends and greater lengths passing through forest area and private land, which would require having permits and acquisition beforehand the commencement of works. For such a huge requirement of approach, road construction will be costly and time taking as well. No possible connecting routes to access the sites are mentioned as well in the present tender. It is presumed that the feasibility of approaches must have been taken care of while proposing the tunnel portal locations and other structures. Please review and confirm.	Bidders are requested to visit the site and bid accordingly.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

			Authority is requested to provide the KML file along with land acquisition plans for marking the critical locations of structures and alignment more effectively and enable contractor to study the possible approach gradients nearby with google earth profiles.	
275	Annexure-III to Schedule-A: Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed.		No such Traffic signage plan is attached in the tender. Please review and confirm.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
276	Annexure-IV to Schedule-A: The project Highway does not require Environment Clearance as per MoRTH corrigendum dated 22.08. 2013. The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F'.		Please provide the identified location for the muck dumping along with the estimated capacity at DPR stage for contractor's assessment.	Acquisition / clearance/ permission for land for all muck dumping sites shall be the sole responsibility of EPC contractor.
277	Annexure-I to Schedule-B:			Being EPC Contractor bidder is to create all

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

	Clause 7.3. (b): Additional new bridges New bridges at the following locations on the Project Highway shall be constructed. GADs for the new bridges are attached in the drawings folder.		No GADs are attached with tender document. Please review and confirm.	such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
278	Annexure-I to Schedule-B: Clause 2. (ix): TCS-09		The details of TCS-09 are not visible and readable. Please review and confirm.	Please refer to Annexure-4
279	Clause 2 of Schedule- H: Procedure for payment for Maintenance (a) The cost for maintenance shall be as stated in Clause 14.1 (v). Payment for Maintenance shall be made in accordance with the provisions of Article 14 and Article 19.		Maintenance payment is not clear. Please refer clause 14.1 of DCA wherein it is mentioned that "For the performance of its Maintenance obligations, the Contractor shall be paid (if not included in the Schedule - H)". It is observed that there is no mention and weightage assigned for maintenance. Please review and confirm.	As per RFP.
280	Clause 14.1.(e) of DCA: For any other works: The contractor shall be paid at the rate of 0.50% of the contract price for the entire duration of maintenance period.		What is the extant of maintenance for other works? Please clarify.	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

281	<p>Clause 14.1.(e) of DCA: Above amount for the performance of Contractors' Maintenance obligations shall be inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1 (i), which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3 (iii), but shall not include any price adjustments in</p>		<p>Maintenance amount as mentioned herein are inclusive of all taxes. Please clarify if GST is payable separately on this amount or not?</p>	<p>As per RFP.</p>

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

	pursuance of Clause 19.10.			
282	General: Geology of the project		<p>Authority is requested to provide the toposheets and alignment contour survey done at DPR stage for assessment of slope stabilization design requirements.</p> <p>No geological trends or geology of the project is mentioned in the tender. Please provide for contractor's assessment.</p>	<p>Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.</p>
283	<p>Annexure-I to Schedule-B: Clause13: Change of Scope</p> <p>The length of Structures, Tunnels 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</p>		<p>As there is no geological trends or geology of the project is mentioned in the tender based upon which contractor can assess the risk and prepare the bid accordingly. It is also to be highlighted here that what would be the extant of change of scope on part of geology for the tunnel portion of the project as more than 70% of the cost of project imparts tunnels only. Please clarify.</p>	<p>As per RFP.</p>

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

	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.			
284	Annex-II Schedule A	Dates for providing Right of Way of Construction Zone 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 requested to provide present status of land acquisition.	Bidder are requested to visit the RO-Aizawl for information.
285	Annex-III Schedule A	Alignment Plan The alignment of the Project Highway is enclosed in alignment plan. Finished road level indicated in the alignment plan shall be followed by the contractor as minimum FRL. In any case, the finished road level of the project highway shall not be less than those indicated in the alignment plan. The contractor shall, however, improve/upgrade the Road profile as indicated in Annex-III based on site/design requirement.	As per tender document, the project is under EPC mode and project design is Contractor's responsibility. So, minimum FRLs clause is inappropriate for the Contractor and will create ambiguity and restriction during design of profile. Contractor should be given the flexibility to design the profile according to the requirement of site feasibility / technical specifications and manual. Therefore, Authority is requested to kindly amend/delete the minimum FRL. clause accordingly.	As per RFP.
286	Annex-III Schedule A	Alignment Plan The alignment of the Project Highway is enclosed in alignment plan. Finished road level indicated in the alignment plan shall be followed by the contractor as minimum FRL. In any case, the finished road level of the project highway shall not be less	Authority is requested to kindly provide Plan & Profile of main carriageway for better understanding the project.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself.

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REPLIES TO PRE BID QUERIES

		than those indicated in the alignment plan. The contractor shall, however, improve/upgrade the Road profile as indicated in Annex-III based on site/design requirement.		However, a copy of DPR has already been uploaded for reference purpose only.																						
287	Annex-III Schedule A	Alignment Plan Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed. The contractor shall, however, improve/upgrade upon the traffic signage plan as indicated in Annex-III based on site/design requirement as per the relevant specifications/IRC Codes/Manual.	Authority is requested to kindly provide Traffic Signage plan for better understanding the project.																							
288	Clause 3 Schedule B	Intersection and Grade Separators Minor Intersection	Authority is requested to kindly provide layout plan of intersection and grade separators for better understanding the project.																							
289	Clause 5.iii.a Schedule B	Design requirement Notwithstanding anything to the contrary contained in this agreement, the contractor shall design the pavement of main carriageway for design traffic of 20 MSA with a minimum design period of 20 years. CBR taken for the road is 8%. As per clause 5.4.1 (i), 5.9 & 5.10 of IRC: SP: 73- 2018 & IRC: SP:84-2019. Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 20 years. Stage construction shall not be permitted.	Since project is Engineering, Procurement and Construction (EPC) design is Contractor's responsibility, Can Contractor given the liberty to revised/ altered the pavement type from flexible pavement to other types of pavements considering the given design traffic and according to the site feasibility / specifications and manual to submit the competitive bidding? Please clarify.	As per RFP & amendment No-04.																						
290	Clause 6.i Schedule B	Roadside Drainage <table><tr><th rowspan="2">Sr. No.</th><th colspan="2">Chainage in m</th><th rowspan="2">Length in m</th><th rowspan="2">Remarks</th></tr><tr><th>From</th><th>To</th></tr><tr><td>1</td><td>10+600</td><td>15+200</td><td>2360</td><td>Trapezoidal line drain</td></tr><tr><td>2</td><td colspan="2">Box cutting portion</td><td>1410.0</td><td>Trapezoidal line drain</td></tr><tr><td>3</td><td colspan="2">Catch water drain</td><td>1050.0</td><td>Trapezoidal Drain</td></tr></table>	Sr. No.	Chainage in m		Length in m	Remarks	From	To	1	10+600	15+200	2360	Trapezoidal line drain	2	Box cutting portion		1410.0	Trapezoidal line drain	3	Catch water drain		1050.0	Trapezoidal Drain	Authority is requested to kindly provide chainage wise details for Trapezoidal line drain and catch water drain for better understanding the project.	As per amendment no-04.
Sr. No.	Chainage in m			Length in m	Remarks																					
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Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

291	Annex-I Technical Schedules-B	xi). Typical cross- sections of the Project Highway	Please provide TCS of Both Portals 100m zone (Inlet and outlet portal) of Tunnels.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
292	Annex-IV Technical Schedules-A	The project Highway does not require Environment Clearance as per MoRTH corrigendum dated 22.08. 2013.The muck dumping sites in forest area stand identified and freezed by Forest department to be abided by agency during dumping of muck as stated in Schedule 'F	Please provide the co-ordinates of muck dumping sites freezed by forest department, and lead of dumping area from tunnel portal. Also confirm the availability of approach road to muck dumping location.	As per Amendment-4.
293	Annex-I Technical Schedules-B	TCS-9, Typical pavement details for 4L Portion through/ box cutting portion	Please provide the maximum cut height of cutting portion with plan and profile and slope protection measures for hill cutting portion.	Bidders are requested are visit the site and bid accordingly.
294	Annex-I Technical Schedules-B	Table given for Chainage, Length and carriageway details of tunnel and cross passage	Cross sectional details of Cross Passage not matching with the Typical cross section of cross passage tunnel given in page 27.	As per amendment no-2.
295	Annex-I Technical Schedules-B	Plan view of 2 lane uni directional tunnel	In given plan view the arrangement of laybyes shown outside of cross passage, please check and confirm.	As per RFP.
296	Annex-I Technical Schedules-B	Sectional view of 2 lane unidirectional twin tunnel	Please confirm the support system details provided in given typical tunnel section belongs to which rock class or shown support system is uniform for entire tunnel length.	As per RFP.
297	Annex-I Technical Schedules-B	12. Special Requirement for Hill Roads	In given table, Drainage system (Surface and Sub surface drainage) for hill roads missing, please confirm and	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

			include the drainage system for hill cut slope.	
298	Annex-I Technical Schedules- B	12. Special Requirement for Hill Roads	Please provide the Geotechnical Investigation Report of Tunnel Portal area/ hill cut zone, and basis of minimum quantity of protection works taken in given table.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
299	Annex-I Technical Schedules- B	13. Change of Scope	We understand that the given length of Tunnels is approximate and if there is any changes in tunnel length due to Geological and Topographical reason, then it will not be considered as Change of Scope.	As per RFP
300	Annex-I Technical Schedules- B	Sectional view of 2 lane uni directional twin tunnel	As per Cross sectional element of tunnel, 7m traffic lane, 1.5m + 0.75m footpath and 0.5m Edge strip considered in given TCS of tunnel, please confirm.	As per RFP
301	Annex-I Technical Schedules- B	Section of Cross passage Tunnel	As per Cross sectional element of tunnel, 5m traffic lane, 1.5m + 1.5m footpath considered in given TCS of tunnel, please confirm.	As per RFP
302	Annex-I Technical Schedules- B	Plan view of 2 lane uni directional tunnel	Please provide E&M and Fire hydrant Nitch Nos. & spacing in Tunnel.	As per RFP
303	DCA -Clause-7.1 (i) (A) & 7.5	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional e-Bank guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance	Percentage of Performance Security as per Clause. 7.1 and Clause. 7.5 are contradictory. Requesting the authority to clarify.	As per RFP

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		Security") for an amount equal to 3% (Three percent) of its Bid Price. Retention Money 10: 10 The Authority may, in its discretion, omit Clause 7.5 and in lieu thereof increase the Performance Security under Clause 7.1 from 7.5% (seven point five per cent) to 10% (ten per cent).		
304	DCA-Clause-10.3 (i) & Schedule- J	The Contractor shall construct the Project Highway as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions, or alignment of the Works. The [913th (Nine Hundred Thirteenth) day] from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof. The Scheduled Completion Date shall occur on the 1096th day from the Appointed Date.	The Scheduled completion date as mentioned in DCA and Schedule-J are contradictory. Kindly clarify....	Please refer to Amendment No-4.
305	Schedule-B Clause 12 (iii)	Disposal of cut material. Disposal of cut material at designed disposal area. Spreading & Compaction of Roadway cutting and excavation from drain and foundation of other structures surplus material in layers not exceeding 300mm thickness at selected disposals location by Dozer at least four passes including construction of approach road to dumping site and construction of Bamboo crib wall and construction of Gabion Toe wall.	Requesting the Authority to provide the location and capacity of muck dumping sites.	As per Amendment no-04.
306	Clause - 6.1 (iii), Disclaimer	The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1 (i) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall	The bidder understands that it only acknowledges and accepts the risk of inadequacy, mistake or error in or relating to any matter set forth in Clause 6.1 (i), which is limited to the Scope defined in Schedule - B.	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		not lead to any adjustment of Contract Price or Scheduled Completion Date.	Anything beyond, that is specified in Schedule B shall be considered as additional work and dealt under Change of Scope under Article 13.	
307	Clause - 8.2 (i) Procurement of the Site	"The Authority Representative, the Contractor and Authority's Engineer shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site..."	Handover Memorandum shall be jointly prepared by Authority Representative, the Contractor and Authority's Engineer (AE). So, in case AE is not appointed within the timeframe i.e. 10 days from signing of the Agreement, how this activity shall be accomplished?	As per RFP.
308	Clause - 8.2 (ii) Procurement of the Site	"...If the contractor fails to join for site inspection or disputes the parts of the site available for work, the Authority's Engineer shall decide the parts of the site where work can be executed and notify to both the parties within 3 days of the proposed date of inspection. The parties agree that such notification of the Authority's Engineer as mentioned hereinabove shall be final and binding on the parties."	During preparation of memorandum by Authority representative and AE, if any dispute on hindered / encumbered ROW is raised by Contractor, how the concern of the Contractor will be addressed as the said provision is against the spirit of the Contract and good industry practice.	As per RFP.
309	Clause - 9.2, Shifting of obstructing utilities	"...The supervision charges only shall be paid by the Authority to the Utility Owning Entity. In the event of any delay in shifting thereof, the Contractor shall be responsible for failure to perform any of its obligations hereunder if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be."	The Bidder understands that in the event of any delay in approval for Shifting of Utilities or the estimates by the Authority, the Contractor shall not be responsible for such failure and Extension of Time shall be granted for such failure of the Authority	As per RFP.
310	Clause - 12.2, Completion Certificate	(i) Upon completion of all Works forming part of the Project Highway, and the Authority's Engineer determining the Tests to be successful and after the receipt of notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of the insurance defined in Article 20 and Schedule P of this Agreement, it shall,	It invariably happens that some part of Project remains incomplete for reasons not attributable to the Contractor. In such cases, it is understood by the Bidder that if land / ROW, as stipulated in the Agreement,	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		<p>at the request of the Contractor forthwith issue to the Contractor and the Authority a certificate substantially in the form set forth in Schedule-L (the "Completion Certificate").</p> <p>(ii) Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.</p> <p>(iii) Without prejudice to the obligations of the Contractor specified in Articles 14 and 17, the property and ownership of all the completed Works forming part of the Project Highway shall vest in the Authority.</p>	<p>is not made available to the Contractor, such works should be removed from the Scope of the Contractor and will have no impact on the issuance of Completion Certificate.</p>	
311	Clause-13.2(ii) Procedure for Change of Scope	<p>If the Contractor determines, not later than 90 days from the Appointed Date, that a Change of Scope to the Works is required, it shall prepare a proposal with relevant details as per Clause 13.2 (iii) at its own cost and shall submit to the Authority to consider such Change of Scope (the "Change of Scope Request").</p>	<p>The bidder understands that in the cases that arise due to other factors such as encountering new utilities, ancillary works, public demands etc. during course of execution of Project beyond 90 days of Appointed Date, the Change of Scope request shall be accepted by the Authority and dealt under Article 13 only.</p> <p>Further, it is requested to kindly clarify the applicability of NHA Policy Circular no.8.3.41/2021 dated 24th Aug.'2021.</p>	As per RFP.
312	Clause - 13.2 (iv) Procedure for Change of Scope	<p>The parties agree that costs and time for implementation of the proposed Change of Scope shall be determined as per the following:</p> <p>(a) For works where Schedule of Rates (SOR) of concerned circle of State's Public Works Department are applicable at the Base Date are available, the same shall be applicable for</p>	<p>The Bidder understands that for working out COS cost estimates, the SOR of current year should be adopted or SOR rate be escalated based on WPI. Please confirm.</p>	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		determination of costs. In case of non-availability of Schedule of Rates at the Base Date, the available Schedule of Rates shall be applied by updating the same based on WPI. In case the Contract Price is lower/ higher than the Estimated Project Cost as per RFP, then the SOR rates shall be reduced/ increased in the same proportion accordingly.		
313	13.2 (v) Change of Scope order	Upon consideration of the detailed proposal submitted by the Contractor under the Clause 13.2 (iii), the Authority, within 15 (fifteen) days of receipt of such proposal, may in its sole discretion either accept such Change of Scope with modifications, if any, and initiate proceedings thereof in accordance with this Article 13 or reject the proposal and inform the Contractor of its decision and shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof.	Kindly clarify the timelines on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice?	As per RFP.
314	Clause - 14.1, Maintenance	Maintenance obligations of the Contractor.	It is understood that during Maintenance period Authority is responsible for providing and bearing Electrical charges, whatsoever, for the project facilities.	As per RFP.
315	Clause - 19.17, Change in law	(i) "If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Engineer of such additional cost due to Change in Law". (iii) "The Authority's Engineer shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law".	If the Authority, within 15 days from the date of receipt of the notice from the Contractor, does not determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law then what remedy the Contractor will have and how the concern of the Contractor will be addressed with respect to the determination of Change in Law.	As per RFP.
316	Clause - 20.1 Insurance for Works and Maintenance	(i) The Contractor shall effect and maintain at its own cost the insurances specified in Schedule-P and as per the requirements under the Applicable Laws.	The bidder understands that in case of extension of Schedule Completion Date for the reasons attributable to the Authority, the additional cost towards	As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

			the Insurance premium as per the said clause shall be paid separately to the Contractor.	
317	General		Kindly provide chainage wise detail of land availability and status of Forest clearance.	Bidders are requested to visit the RO-Aizawl and obtain the required details.
318	General		Please confirm suitability of Tunnel excavated rock muck to use for aggregate processing purpose.	Bidders are requested to visit the site and bid accordingly.
319	General		Please confirm the availability of Approach Road to inlet and outlet portals of tunnels.	Bidders are requested to visit the site and bid accordingly.
320	General	Hydrology Reports	Authority is requested to kindly provide the hydrology report of project stretch carried out during feasibility study for better evaluation of the project.	Being EPC Contractor bidder is to create all such baseline report, geotechnical Report etc by himself. However, a copy of DPR has already been uploaded for reference purpose only.
321	General	Geotechnical Investigation Report	Please Provide Geotechnical Reports (GTI) of Tunnels and percentages of expected rock class in tunnels.	All available documents including DPR has already been provided for reference only.
322	General	KMZ File	Please Provide KMZ file of alignment and Auto CAD file of drawings volume.	
323	General	General arrangement Drawing	Authority is requested to kindly provide General arrangement drawing	

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

			of structure for better understanding the project.	
324	General	Detail Project Reports	Authority are requested to please provide the Detail Project Reports.	
325		It is mentioned in the bidding documents that; Volume - VII: Cost Estimate (Part of DPR). The same has not been uploaded. Kindly arrange to provide the same		DPR has already been uploaded for ready reference.
326		Please provide KMZ files of the project.		As above.
327		Geotechnical Interpretation report with bore hole log details are required. Kindly arrange to upload the same.		As above.
328		Portal plan and L section with rock support details are required. Kindly arrange to upload the same.		As above.
329		As per tender document and drawing CMES/NHIDCL/AB/PP/17 & 21, the portal length is 100m. The details of inlet and outlet portal as per drawing numbers CMES/NHIDCL/AB/TD/8 & 10 are 35m. Please confirm the exact length of the inlet and outlet Portal.		As above
330		Tunnel layout cross section of Layby is missing. Kindly arrange to provide the same.		As above.
331		The location details of muck disposal sites are not mentioned in the tender documents and drawings. Kindly confirm the locations		Acquisition / clearance/ permission for land for all muck dumping sites shall be the sole responsibility of EPC contractor.
332		In tender tunnel cross section drawing, the waterproof membrane has not been shown as per IRC 91-2019: Annexure B, Clause 2.2.5 page no. 110. As per codal provisions, the waterproof membrane lies in between secondary support and primary support. Kindly confirm.		As per RFP.
333		Clearances from respective departments for 11 kV Line from Luangmual Substation to Aizawl Bypass inlet substation (7Km length) and Zuangtui Sub-station to Aizawl Bypass Tunnel outlet substation (2Km length) are not found. Kindly arrange to provide the same.		As per RFP.
334		Kindly indicate the Approach to site/proposed tunnel portal from the nearest connecting road with its distance from each portal of Tunnel.		Bidders are requested to visit the site and bids accordingly.
335		Bridge hydrology is missing, required. Kindly arrange to provide the same.		DPR has already been uploaded for ready reference.
336		Culvert at 14+530 of tentative 41m length and 1x2x2 in size is not mentioned in Schedule B clause 7 9(iii). However, it has been mentioned in Tender drawings. Kindly clarify the same.		As per RFP.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

337		The road diversion at km 11+530 has not been considered in tender drawings and reports. Kindly arrange to confirm & clarify.	As per RFP.
338		The Gl of upstream nala as per tender drawing at Ch Km 11+530 is El. 750.0m and FRL is 681m. The drop of tentative 72m requires nalla diversion with proper measures. The details of the Nala diversion scheme are missing. Kindly arrange to provide the same.	As per RFP
339		The detailed location of quarries is missing in Tender documents. Kindly arrange to provide the same.	Bidders are requested to visit the site and bids accordingly.
341	Tunnel TCS (Page 26, of Schedule B)	The tunnel is located in fragile geological conditions & under the influence of high overburden. Considering the rock mass conditions, squeezing/swelling is expected in the tunnel. Under such conditions, structural invert arch (in primary and secondary lining) is necessary for tunnel stability. However, the TCS specified in the Schedules does not show invert arch. If invert arch has to be provided during tunnelling, weather Change of Scope (COS) will be allowed? Is changing the size and shape of tunnel TCS allowed to better suit the tunneling conditions while providing required clearance and space for traffic and all necessary tunnel installations.	As per RFP.
342	Reference: Tunnel Layout Plan (Page 27, of Schedule B)	The extra width required for the lay-bye section is not clear in the drawings, nor mentioned in the Schedules. Please review and confirm.	As per RFP.
343	Reference: Tunnel Layout Plan (Page 27, of Schedule B)	The length of lay-bye section is 10 m, which is significantly less than the 100 m length recommended by the IRC: SP: 84-2019. Further, the IRC: SP: 91-2019, states that the lay-bye should have enough space for "provision of refuge to park at least 6 vehicles along the length of tunnel with one-lane width". Hence considering these conditions, the lay-bye length is insufficient.	As per RFP.
344	General	Change of Scope Cost Matrix for tunnel support system under different rock class is not available in the Schedules. Please review and confirm.	As per RFP.
345	General	As per schedule page no. 25 of 110, whether E & M system design will be confined to ventilation, light, communication & fire safety or as per IRC SP: 91:2019, which takes into account SCADA system etc. Please clarify.	As per RFP.
346	General: E&M Works	Please inform Source of water for firefighting system to fill the tanks.	
347	General: E&M Works	Please inform Power Supply & Distribution System - Details of Injection points for power supply and confirm whether Injection points shall be available at both portal side or only one portal side.	
348	General: E&M Works	Acquired land for Portal Substations, Fire Fighting station, Water tank Please review and confirm.	As per RFP.
349	Annexure-I to Schedule-B:	As per schedule, thrust value 1487 N defined for each fan or total thrust in each tube? Please clarify.	As per RFP

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

	page no. 28 of 110		
350	General: E&M Works	The ELV systems covering Emergency Call System, Tunnel Radio System, CCTV shall be provided as per IRC SP:84 2019 ?.	As per RFP.
351		<p>In the RFP document, clause no. 1.2.4, it is mentioned that, BID Security shall be submitted in form of e- Bank Guarantee (e-BG) or may be deposited through online facility provided by the IndusInd Bank.</p> <p>In this regard, it is to submit that majority of Banks are not yet issuing e-Bank Guarantee due to e-stamping issues with states and these banks are not yet fully migrated to e-BG platform. Hence keeping in view of the practical problem, we request your good office to consider physical Bank Guarantee also for Bid Security Purpose. Other PSU's such as NHAI, MORT&H, NHIDCL etc. are accepting physical Bank Guarantee in their tenders.</p> <p>NHAI's circular accepting physical Bank Guarantee up to 31.12.2023 is here with enclosing for your kind information.</p> <p>Therefore, we once again request your good office to consider our request and allow us to submit physical Bank Guarantee in lieu of e-Bank Guarantee.</p>	Please refer to Amendment No-02 & 03. MoRT&H circular dt 31.05.2023 shall be applicable (copy enclosed)
352		Request you to kindly confirm the status of Land Acquisition for Tunnel approaches.	Bidders are requested to visit RO-Aizawl office for requisite information.
353		<p>With respect to muck dumping sites, Annexure – IV of tender documents says that:</p> <p>"The project highway does not require Environmental Clearance as per MoRTH corrigendum, dated 22.08.2013. The mock dumping sites in forest area stand identified and frozen by Forest department to be abided by agency during dumping of muck as stated in Schedule –F"</p>	As per Amendment No-04.

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		The Schedule - F specifies statutory requirements for EPC Contractor. Hence please provide locations for muck dumping, as this will have huge bearing on estimation of the Project cost		
354		Geological and Hydrogeological report along with borehole data is requested to be uploaded		DPR has already been provided for reference only.
355		Request you to kindly provide the kmz file of the proposed alignment		
356		We wish to bring your kind notice that, we are working on obtaining better competitive offers from different stake holders and designs, so as to submit the most competitive bid. Hence, we request you to extend the bid submission date for at least 45 days from the present bid due date, and oblige.		Please refer to Amendment No-03.
357		2.20.1 The Bidder shall furnish as part of its BID , a BID Security referred to in Clause 1.2.4 herein above in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-VITA), Account Payee Demand Draft, Banker's Cheque, or e – Bank Guarantee issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.		As per RFP and amendment no-02 and 04.
358		We request you to kindly provide the format of Appendix – VIIA towards, Bid Security , as the same is not available in RFP Document / Amendment No.2		

2023_NHIDC_775279_1

11.12.2023

Sub:- Construction of Twin Tube Uni-directional Aizawl Bypass Tunnel of 2.5 km and its approaches of 2.1 km from km 10.600 to km 15.200 (Package-2) on Sairang - Phaibawk section of NH-6 in the State of Mizoram on EPC Mode."

REPLIES TO PRE BID QUERIES

		Further, we request you kindly allow the Physical bank Guarantee towards Bid Security issued by nationalized bank, or a Scheduled Bank in India in the format at Appendix-II (the "Bank Guarantee")		
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Mohammad Khalid
General Manager(T)

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसाद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



(भारत सरकार का चयन)

(A Government of India Enterprise)

NHIDCL/HQ/TenderPolicy/2022-Part (1)/E- 215914

Date: - 26.07.2023

Circular

Subject: - Inclusion of accepting E-Bank Guarantee and Insurance Surety Bonds as 'Bid Security' and 'Performance Security' in standard documents of EPC. reg.

MORTH wide letter No. NH-24028/14/2014-H (Vol-II) (E-134863) dated 31.05.2023 (copy enclosed) has conveyed the approval of changes in the standard tender documents (RFP & MCA) for EPC work.

2. Vide MORTH order dated 31.05.2023, it has been conveyed that "for all the existing contracts - including road development, toll contracts, ropeways and any other contract wherein Ministry has prescribed a BG- any instrument of Bid Security/ Performance Security may be replaced by an insurance surety bond as per the availability. Further, if a bank guarantee is being taken as bid security or performance security and it is not possible to furnish the same in the form of an e-bank guarantee, physical BG can be accepted".

3. In view of the above it has been approved by Competent Authority that the matter mentioned vide MoRTH order dated 31.05.2023 shall be incorporated in all tenders for which bids have been invited or to be invited in future. Further, an option shall be given to existing contractors to avail the facility of security bond by ED(P).

4. Contents of this circular shall be brought to the notice of all concerned for immediate compliance.

5. This issue with the approval of Competent Authority.

Encl: As above.

Devender Kumar
DGM (Tech)

To,

- i. All EDs (T/P)
- ii. All GMS /DGMS
- iii. IT cell for uploading.
- iv. Assistant Director (Rajbhasa)

Copy to:

- i. PS to MD
- ii. PS to Dir. (Tech/ A &F)
- iii. PS to Director (T) - I & II

No. NH-24028/14/2014-H(Vol-II) (E-134863)

Government of India
Ministry of Road Transport & Highways
(Highways Section)

Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 31 May, 2023

To

1. DG(RD) & SS, Ministry of Road Transport & Highways
2. The Chairman, NHAI, G-5&6, Sector -10, Dwarka, New Delhi-110075
3. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
4. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
6. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi-110010
7. All CE-ROs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Inclusions of provisions regarding accepting E-Bank Guarantee and Insurance Surety Bonds as 'Bid Security' and 'Performance Security' in standard documents of EPC, HAM and BOT (Toll)

Sir(s)/Madam(s),

After the amendments done by Department of Expenditure in GFR, 2017 relating to inclusion of e-bank guarantee and Insurance Surety Bonds as means to accept 'Bid Security' and 'Performance Security', this Ministry has approved the changes in necessary clauses in the standard documents (RFP and MCA) of EPC, HAM and BOT (Toll) modes which are enclosed as Annexure.

2. For all the existing contracts - including road development, toll contracts, ropeways and any other contract wherein Ministry has prescribed a BG - any instrument of Bid Security / Performance Security may be replaced by Insurance Surety Bond as per availability. Further, if bank guarantee is being taken as bid security or performance security and it is not possible to furnish the same in the form of e-bank guarantee, physical BG can be accepted. //

3. This issues with the approval of Hon'ble Minister (RT&H).

Yours faithfully,



(Sushant Sudan)
Deputy Secretary to the Government of India
Telephone No. 011-23724515

Copy to:

1. Sr. PPS to Secretary (RT&H)
2. AS&FA, MoRTH
3. AS(H&LA)
4. All Joint Secretaries in the MoRTH
5. All ADGs/CEs in the MoRTH
6. Sr. Director (NIC), MoRTH for uploading on the website of the Ministry

Sub. : Comparison between Bank Guarantee & Surety Bond format as Performance Security

Bank Guarantee as PS	Surety Bond as PS
<p>To _____ (name of the authority)</p> <p>[address of Authority] WHEREAS</p> <p>[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) NO. _____ Dated _____ for construction of _____ [name of the Project] (hereinafter called the "Contract").</p> <p>AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees crore) (the "Guarantee Amount"¹⁵).</p> <p>AND WHEREAS we,..... through our branch at (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance security.</p> <p>NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:¹</p>	<p>To _____ (name of the authority)</p> <p>[address of Authority] WHEREAS</p> <p>[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) NO. _____ Dated _____ for construction of _____ [name of the Project] (hereinafter called the "Contract").</p> <p>AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees crore) (the "Surety Bond amount"¹⁵).</p> <p>AND WHEREAS we,..... through our branch at (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.</p> <p>NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:²</p>
<p><u>Point No. 1</u></p> <p>The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in</p>	<p><u>Point No. 1</u></p> <p>The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in</p>

^{1 15} Surety Bond Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

<p>accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.</p>	<p>accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.</p>
<p><u>Point No. 2</u></p> <p>A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.</p>	<p><u>Point No. 2</u></p> <p>A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.</p>
<p><u>Point No. 3</u></p> <p>In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any/Change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or</p>	<p><u>Point No. 3</u></p> <p>In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or</p>

obligation of the Bank under this Guarantee.	obligation of the Surety Insurer under this Surety Bond.
<p><u>Point No. 4</u></p> <p>It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.</p>	<p><u>Point No. 4</u></p> <p>It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.</p>
<p><u>Point No. 5</u></p> <p>The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.</p>	<p><u>Point No. 5</u></p> <p>The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.</p>
<p><u>Point No. 6</u></p> <p>This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be</p>	<p><u>Point No. 6</u></p> <p>This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be</p>

<p>held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.</p>	<p>be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.</p>
<p><u>Point No. 7</u> Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.</p>	<p><u>Point No. 7</u> Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.</p>
<p><u>Point No. 8</u> The Guarantee shall cease to be in force and effect on **S. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.</p>	<p><u>Point No. 8</u> The Surety Bond shall cease to be in force and effect on ***S. Unless³ a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.</p>
<p><u>Point No. 9</u> The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.</p>	<p><u>Point No. 9</u> The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.</p>
<p><u>Point No. 10</u> Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above</p>	<p><u>Point No. 10</u> Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its</p>

³ \$insert date atleast 2(two) years from the date of issuance of this Surety Bond (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.

referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.	above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
<u>Point No. 11</u> This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.	<u>Point No. 11</u> This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
<u>Point No. 12</u> This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.	<u>Point No. 12</u> This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Annexure

Modifications in Standard RFP & Agreement of EPC

(A) Amendments in Standard RFP of EPC issued vide MoRTH Letter No. RW/NH-37010/4/2010-EAP (Printing) Vol. - IV dated 05.03.2019				
S.No.	Clause no.	Existing Clause	Amended Clause	
1.	1.2.4	A Bidder is required to submit, along with its BID, a BID Security of Rs.***** ¹ (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/NHIDCL/BROS Bank. The Bidders shall also submit Demand Draft for Rs._____ ^{2,4} issued from a scheduled Bank in India in favour of ["Pay & Accounts Officer, Ministry of Road Transport & Highways, New Delhi /National Highways Authority of India"] payable at [New Delhi].	A Bidder is required to submit, along with its BID, a BID Security of Rs. ***** ² (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/ NHIDCL/BROS Bank. The Bidders shall also make online payment towards Cost of Tender Document of Rs. ****/- (Rupees ***** Only) in Authority's designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under:	
5.	No	Particula rs	Details	

¹ The Bid Security shall be an amount equivalent to 1% of the Estimated Project Cost. However, the Authority may, in its discretion, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may, in its discretion, reduce the Bid Security, but not less than 0.5% of the Indicative Project Cost in any case

² The Bid Security shall be an amount equivalent to 1% of the Estimated Project Cost. However, the Authority may, in its discretion, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may, in its discretion, reduce the Bid Security, but not less than 0.5% of the Indicative Project Cost in any case

			1.	Name of Beneficiary	National Highways Authority of India
			2.	Name of Bank	Canara Bank
			3.	Account No.	8598201005819
			4.	IFSC Code	CNRB0008598
2.	2.11.1 (f)	BID Security of Rs. *****(Rs. *****) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);	BID Security of Rs. *****(Rs. *****) in the form of Insurance Surety Bond (in the format at Appendix - IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank)		
3.	2.11.2 (d)	BID Security of Rs. *****(Rs. *****) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;	BID Security of Rs. *****(Rs. *****) in the form of Insurance Surety Bond (in the format at Appendix - IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank).		
4.	Below 2.11.2		While submitting Bid Security and Performance Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date (upto 11:00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi-110075]. Else the bid submitted will be rejected.		
5.	2.20.1	The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of a bank guarantee issued by	The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance		

		<p>nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. This Bank Guarantee shall be transmitted through SFMS Gateway to [Ministry/NHAI/ NHIDCL/ State PWD/BROJ] Bank. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.</p>	<p>Regulatory and Development Authority of India in the format at Appendix IX), 'Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to [Ministry/NHAI/NHIDCL/ State PWD/BROJ] Bank. In case the e - Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.</p>
6.	2.21.1	<p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall</p>	<p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e - Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the</p>

		<p>also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(i) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p> <p>(ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(iii) This Additional Performance Security shall be treated as part of the Performance Security.</p>	<p>Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - X), Account Payee Demand Draft, Banker's Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under</p> <p>(i) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost/Cost put to tender, the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) Maximum Limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.</p> <p>(iii) This Additional Performance Security shall be treated as part of the Performance Security.</p>	<p>The BID Security in the form of Insurance Surety Bond, Account Payee Demand Draft/ Banker's Cheque / e - Bank Guarantee (Strike out whichever is not applicable) is attached.</p>
7.	Appendix IA Point 21	<p>The BID Security in the form of a Bank Guarantee is attached.</p>	<p>The BID Security in the form of Insurance Surety Bond, Account Payee Demand Draft/ Banker's Cheque / e - Bank Guarantee (Strike out whichever is not applicable) is attached.</p>	

Amendments in Standard EPC Agreement issued vide MoRTH Letter No. RW/NH-37010/4/2010-EAP (Printing) Vol. - IV dated 05.03.2019

S.No.	Clause no.	Existing Clause	Amended Clause
1.	Article-7 7.1 PS	<p>7.1 Performance Security</p> <p>(i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-1 of Schedule-G (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Annex-1 of Schedule-G towards an Additional Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(a) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p> <p>(b) If the Bid Price offered by the Selected Bidder is lower than 20% of the</p>	<p>7.1 Performance Security</p> <p>(i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex III of Schedule -G, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank in the form set forth in Annex-1 of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (in the same form given at Annex III of Schedule -G), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Annex-1 Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(a) if the Bid price offered by the selected bidder is lower than 20% of the estimated project cost/cost put to tender, the additional performance security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p> <p>(b) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.</p> <p>(c) This Additional Performance Security shall be treated as part of the Performance Security.</p>

		<p>Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(c) This Additional Performance Security shall be treated as part of the Performance Security.</p>	
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Modifications in Model RFP & Concession Agreement for HAM

(A) Amendments in Model RFP of HAM version 2015			
Sl. No.	Clause no.	Existing Clause	Amended Clause
1.	1.2.4	<p>A Bidder is required to deposit, along with its Bid, a Bid Security³ of Rs. *** Crores (Rupees **** only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that</p>	<p>A Bidder is required to deposit, along with its Bid, a Bid Security⁴ of Rs. *** Crores (Rupees **** only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of the Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque e - Bank Guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The</p>

³ The Bid Security shall generally be 1% of the Estimated Project Cost. However, the Authority may, if deemed necessary, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may reduce the Bid Security, but not less than 0.5% in any case

⁴ The Bid Security shall generally be 1% of the Estimated Project Cost. However, the Authority may, if deemed necessary, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may reduce the Bid Security, but not less than 0.5% in any case

		the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	Insurance Surety Bond shall be verified from the specific portal created for this purpose. This e-Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/ State PWD/ NHIDCL/BROs Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
2.	2.1.6	The Bidder shall deposit a Bid Security of Rs. ***** Crores (Rupees ***** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond as per the format at Appendix - VII, Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit proof of online payment of Rs. ***** (Rupees ***** only) towards cost of bid document.	The Bidder shall deposit a Bid Security of Rs. ***** Crores (Rupees ***** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond as per the format at Appendix - VII, Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also make online payment towards cost of bid document of Rs. ***** (Rupees ***** only) transmitted online to NHAI.
3.	2.1.7	The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not	The validity period of the Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be

		<p>accompanied by the Bid Security. The Bid Security shall be refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.</p>	<p>refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.</p>
4.	2.11.1 (i)	<p>BID Security of Rs. ****(Rs. ****) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.</p>	<p>BID Security of Rs. ****(Rs. ****) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank)</p>
5.	2.11.2 (e)	<p>Bid Security of Rs ****(Rupees ****only) in the form of Original Demand Draft or Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank</p>	<p>Bid Security of Rs ****(Rupees ****only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee in the format at Appendix-II from a Scheduled Bank</p>
6.	Below 2.11.2		<p>While submitting Bid Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date</p>

			(upto 11: 00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi-110075]. Else the bid submitted will be rejected.
7.	2.20.1	<p>The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934</p>	<p>The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the e - Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934</p>

		under Section 2(e) of the Reserve Bank of India Act, 1934	
8.	Annexure IA Pt 23	The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached	The Bid Security in the form of a Insurance Surety Bond, Account Payee Demand Draft/ Banker's Cheque / e-Bank Guarantee (strikeout whichever is not applicable) is attached

(B) Amendments in MCA of HAM issued vide MoRTH letter dated 10.11.2020			
Sl.No.	Clause no.	Existing Clause	Amended Clause
1.	Article 9 Clause 9.1.1	<p>Performance Security</p> <p>9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30(thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** crore⁵ (Rupees ***** crore) in the form set forth in Schedule-F (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release</p>	<p>Performance Security</p> <p>9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30(thirty) days from the date of this Agreement, an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure II of Schedule-F), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank for a sum equivalent to Rs. ***** crore⁶ (Rupees ***** crore) in the form set forth in Schedule-F (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid</p>

⁵ Calculated @5% (five percent) of the Bid Project Cost

⁶ Calculated @5% (five percent) of the Bid Project Cost

		the Bid Security to the Concessionaire.	Security to the Concessionaire.
2.	Article 9 Clause 9.7	<p>The Concessionaire shall alongwith the Performance Security provide to the Authority an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)⁷ in the form set forth in Schedule-F (the "Additional Performance Security"), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Project Cost of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. The requirement of submitting the Additional Performance Security shall be a Condition Precedent. Failure to maintain the Additional Performance Security shall be treated as Concessionaire Default as per Clause 31.1.1.</p>	<p>The Concessionaire shall alongwith the Performance Security provide to the Authority an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) , Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)⁸ in the form set forth in Schedule-F (the "Additional Performance Security"), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Project Cost of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. The requirement of submitting the Additional Performance Security shall be a Condition Precedent. Failure to maintain the Additional Performance Security shall be treated as Concessionaire Default as per Clause 31.1.1.</p>
4.	Article 33 Clause 33.2.3	<p>The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority a guarantee from a Bank for a sum equivalent to the</p>	<p>The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance</p>

⁷Calculated @ 10% of the difference in the Estimated Project Cost and the Bid Project Cost.

⁸Calculated @ 10% of the difference in the Estimated Project Cost and the Bid Project Cost. Provided that, amount of Additional Performance Security shall not exceed the amount of Performance Security.

Modifications in Model Combined RFP & Concession Agreement for BOT
(Toll) Projects

(A) Amendments in Combined Single Stage RFP for BOT (Toll) Projects issued vide MoRTH letter dated 25.08.2020

Sl. No	Clause no.	Existing Clause	Amended Clause
1.	1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs***** (Rupees *****only) ⁹ (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs***** (Rupees ***** only) ¹⁰ (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque and e - Bank Guarantee shall not be less than 180

⁹ Equivalent to about 1% (one percent) of the Estimated Project Cost.
¹⁰ Equivalent to about 1% (one percent) of the Estimated Project Cost

amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "Performance Guarantee"), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed with.

Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee from a Bank for a sum equivalent to the amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "Performance Guarantee"), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed with.

		shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	(one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Insurance Surety Bond shall be verified from the specific portal created for this purpose This e-Guarantee shall be transmitted through SFMS Gateway to NHAI/WORTH/ State PWD/ NHIDCL/BROS Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
2.	2.1.7	The Bidder shall deposit a Bid Security of Rs. ***** (Rupees **** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit copy of demand draft of Rs.	The Bidder shall deposit a Bid Security of Rs. ***** Crores (Rupees **** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or in the form of e - Bank Guarantee acceptable to

		**** (Rupees **** only) towards cost of Bidding Document.	the Authority. The Bidders shall also make online payment towards cost of bid document of Rs. **** (Rupees **** only) transmitted online to NHAI.
3.	2.1.8	The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.	The validity period of the Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or e - Bank, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.
4.	2.11.1 (i)	BID Security of Rs. **** Crores (Rupees **** only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank	BID Security of Rs. **** (Rs. ****) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at

			Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee in the format at Appendix-II from a Scheduled Bank
5	2.11.2 (e)	Bid Security of Rs *** Crores(Rupees ****only) in the form of Original Demand Draft or Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;	Bid Security of Rs *** (Rupees ****only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee in the format at Appendix-II from a Scheduled Bank
6	Below 2.11.2		While submitting Bid Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date (upto 11: 00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi-110075]. Else the bid submitted will be rejected.
7	2.20.1 Bid Security	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by nationalised bank,	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of Insurance Surety Bond (issued by

	or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.	Insurance authorized by Regulatory Development Authority of India) in the format at Appendix-VII, Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the e - Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
8. Appendix IA Pt 23	The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached	The Bid Security in the form of Insurance Surety Bond , Account Payee Demand Draft/ Banker's Cheque / e-Bank Guarantee (strikeout whichever is not applicable) is attached
(B) Amendments in Model Concession Agreement for BOT (Toll) - 4 Lane issued in Aug 2020 & Model Concession Agreement for capacity		

Augmentation issued vide MoRTH OM dated 09.12.2020			
Sl. No	Claus e no.	Existing Clause	Amended Clause
1	Article 9 Clause 9.1	The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) ¹¹ in the form set forth in Schedule-F (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire	The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure I of Schedule-F), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) ¹² in the form set forth in Schedule-F (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the

¹¹ Performance Security shall be fixed at the higher of 5% (five per cent) of the amount specified in the definition of Total Project Cost and the anticipated toll revenues for 12 (twelve) months.

¹² Performance Security shall be fixed at the higher of 5% (five per cent) of the amount specified in the definition of Total Project Cost and the anticipated toll revenues for 12 (twelve) months

			Authority shall release the Bid Security to the Concessionaire
2	39.2.3	<p>The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the “Performance Guarantee”), to be modified, <i>mutatis mutandis</i>, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire’s risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with.</p>	<p>The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure I of Schedule-F), Account Payee Demand Draft, Banker’s Cheque or e - Bank Guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the “Performance Guarantee”), to be modified, <i>mutatis mutandis</i>, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire’s risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the</p>

			Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with
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**Sub. : COMPARISON BETWEEN BANK GUARANTEE VS SURETY BOND
as Bid Security**

Bank Guarantee Format as Bid Security	Draft Surety Bond format as Bid Security
<p>Point No.1</p> <p>In consideration of you, National Highways Authority of India, having its office at G-5&6, Sector-10, Dwarka, New Delhi-110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of of <i>ABC Ltd</i>..... (a Company registered under Companies Act, 1956/2013) and having its office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, successors and assigns), for Construction of referred to as "the Project" pursuant to the RFP STRR (West side), NH948A - Obalapura Document dated issued in respect of the (Nelamangala Taluk) to Somakkanamutta Project and other related documents including without (Magadi Taluk) from km 0.000 to km 46.300 limitation the draft concession agreement (hereinafter (Design) Phase-I Package-I in the state of collectively referred to as "Bidding Documents", Karnataka on Hybrid Annuity Mode (HAM) we (Name of the Surety Insurer) having our registered under Bharatnala Parijojana (hereinafter referred office at and one of its branches to as "the Project") pursuant to the RFP Document dated (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in and other related documents including without terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP limitation the draft concession agreement Document, irrevocably, unconditionally and without (hereinafter collectively referred to as "Bidding reservation guarantee the due and faithful fulfillment and Documents"), we (Name of the Bank) having our compliance of the terms and conditions of the Bidding registered office at and one of its Documents (including the RFP Document) by the said branches at (hereinafter referred to Bidder and unconditionally and irrevocably undertake to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without (hereinafter collectively referred to as the "Surety Bond") as our primary obligation without any guarantee the due and faithful fulfillment and without reference to the Bidder. if the Bidder shall fail compliance of the terms and conditions of the to fulfil or comply with all or any of the terms and Bidding Documents (including the RFP conditions contained in the said Bidding Documents. Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 16.82 Crores (Rupees Sixteen crore and eighty-two lakh only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>	<p>In consideration of you, <i>National Highways Authority of India, having its office at G-5&6, Sector-10, Dwarka, New Delhi-110075</i>, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of of <i>ABC Ltd</i>..... (a Company registered under Companies Act, 1956/2013) and having its office at <i>New Delhi</i> (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, successors and assigns), for <i>National Highway</i> (hereinafter referred to as "the Project") pursuant to the RFP STRR (West side), NH948A - Obalapura Document dated issued in respect of the (Nelamangala Taluk) to Somakkanamutta Project and other related documents including without (Magadi Taluk) from km 0.000 to km 46.300 limitation the draft concession agreement (hereinafter (Design) Phase-I Package-I in the state of collectively referred to as "Bidding Documents", Karnataka on Hybrid Annuity Mode (HAM) we (Name of the Surety Insurer) having our registered under Bharatnala Parijojana (hereinafter referred office at and one of its branches to as "the Project") pursuant to the RFP Document dated (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in and other related documents including without terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP limitation the draft concession agreement Document, irrevocably, unconditionally and without (hereinafter collectively referred to as "Bidding reservation guarantee the due and faithful fulfillment and Documents"), we (Name of the Bank) having our compliance of the terms and conditions of the Bidding registered office at and one of its Documents (including the RFP Document) by the said branches at (hereinafter referred to Bidder and unconditionally and irrevocably undertake to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without (hereinafter collectively referred to as the "Surety Bond") as our primary obligation without any guarantee the due and faithful fulfillment and without reference to the Bidder. if the Bidder shall fail compliance of the terms and conditions of the to fulfil or comply with all or any of the terms and Bidding Documents (including the RFP conditions contained in the said Bidding Documents. Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 16.82 Crores (Rupees Sixteen crore and eighty-two lakh only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>

Point No. 2	Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, and Documents shall be final, conclusive and binding on the Bank.	Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
Point No. 3	We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____ Crore (Rupees only).	We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____ Crore (Rupees only).
Point No. 4	This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.	This Surety Bond shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
Point No. 5	We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.	We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

<p>Point No.6</p> <p>The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.</p>	<p>The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.</p>
<p>Point No.7</p> <p>In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters exercise by the Authority or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.</p>	<p>In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters exercise by the Authority or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.</p>
<p>Point No.8</p> <p>Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made or by registered mail to the Bank at the address set forth herein.</p>	<p>Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.</p>
<p>Point No.9</p> <p>We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly claim.</p>	<p>We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.</p>

Point No. 10	It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.	It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the said Bidder and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
Point No. 11	We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.	We, the Surety Insurer further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
Point No. 12	The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.	The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
Point No. 13	For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. Crores (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).	For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. Crore (Rupees only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).
Point No. 14	This guarantee shall also be operatable at our Branch at New Delhi, from whom, our confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.	This Surety Bond shall also be operatable at our , branch at New Delhi , from whom, our Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
Point No. 15	The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, the details of which are as follows:	The Insurance Surety Bond shall be verified from the specific portal created for this purpose.