

# राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार  
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**National Highways & Infrastructure Development Corporation Limited**

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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/HQ/A&N/BalanceworkofMiddleStraitbridge/2022-23

Date: 04.05.2023

## Pre-Bid Query Reply

To,

All respective Bidders,

Name of work: "Construction of Balance works of Major Bridge over Middle Strait Creek between Km. 106.590 to km 107.762 of NH-04 connecting South Andaman & Baratang Island in the Union Territory of Andaman & Nicobar Islands on EPC Basis."-Pre-bid meeting Queries and reply-reg.

1. The reply from the NHIDCL in respect of queries received with reference to the pre-bid meeting held on 18.04.2023 are as under:

### 2. Queries from M/s ITD Cementation India Limited.

Sr. No.	Reference to Tender Document		Reference to Tender Document	Query/Request	Reply
	Page No.	Page No.			
1	RFP, Section-5	Page No. 48	Pre-Bid Conference	Due to current situation of increasing Covid, we already been held kindly request the client to through VC on conduct pre-bid conference through online virtual meeting. Please confirm.	Pre-bid meeting has already been held through VC on 18.04.2023.
2	RFP, Section-7, DATA SHEET	Page No. 51	Bid due date 04.05.2023 upto 1500 Hrs.	Considering the complexity of the project environment and specialized major bridge balance works, a good amount of time is required to explore the project site in more detail and also liaise with various vendors and agencies to finalise our bids.	Please refer Corrigendum-I



				Therefore, we kindly request you to extend the bid submission by another one month from the current deadline.	
3	Schedules  Annex-I (Schedule - A)  Annex-I (Schedule-B)	Sl. 13 - Existing Chainage vis-à-vis Design Chainage  Sl. 2.11 - Typical cross-sections of the Project Highway	Existing Chainage (km) - start of Bridge approach - 106.590 Existing Chainage (km) - end of Bridge approach - 107.762  Design Chainage - start of Approach Slab -0.390 Design chainage - end of Approach Slab - 1.400	Bidder would like to mention that the length of the Bridge including Approach Slabs at both ends has a mismatch from the chainages mentioned in the referred clauses As per Sl. 13 of Annex-I (Schedule A) the above-mentioned length comes to 1172 m whereas referring to the same section under Annex-I (schedule B) the length comes to 1010m. <b>Please clarify</b>	Annex-I of schedule-A provides design chainage and existing chainage of start and end of project. Further, Annex-I of Schedule-B provides chainages of different cross sections. Total length of Bridge is 990 m from Design chainage Km. 0.400 to Km. 1.390. There is no mismatch in total length of the project.
4	General - Design			Being an EPC tender for balance works with GFC drawings issued for the project and no design document/data present with the tender documents, Bidder understands that  (a) The entire design for the project has already been completed and the present tender scope is only limited to quantity take off from drawings and suitable construction	(a &b) The work has been carried out as per designs & drawings prepared by the old EPC contractor, approved by Authority engineer and quality parameters of the standards & specifications of the Contract, ensured in accordance with Quality Control measures specified in the Contract

				<p>thereof.</p> <p>(b) Any and all balance design works and all relevant required GFCs for the project are entirely Client responsibility.</p> <p>(c) Any non-fulfilment of quality and/or functional requirements of, already constructed part of the project, is beyond the scope of the present tendered works. Any extra work required for non-compliance in quality and/or functional requirement of already completed part, will be treated as extra work and cost and time for the same will be decided mutually and agreed upon</p> <p>(d) Any non-fulfilment of functional requirements and/or insufficiency of design and GFC drawings is beyond responsibility of the Contractor</p> <p><b>Please confirm</b></p>	<p>Agreement.</p> <p>Further, preparation and approval of designs &amp; drawings from AE for unexecuted work and designs/drawings for modifications, if any in the executed part shall be the responsibility of the Contractor to be appointed under the instant bid as the design/drawings of unexecuted works are not approved yet.</p> <p>(c &amp; d) The work has been carried complying with all quality control parameter specified in the Contract Agreement. However, the bidder may carry out the required NDT to ascertain the adequacy of the structural quality parameters and remedying effect, if any may be included in the bid.</p>
5	General - existing work			<p>Bidder understands that if any of the existing/already constructed part of the project do not fulfil</p>	<p>Please refer to clarification Para 2 above.</p> <p>Further, preparation</p>



				<p>quality and/or functional requirements, then</p> <p>(a) Any realignment and/or change in span configuration will entirely be the responsibility of Client</p> <p>(b) Design and GFCs, remedial work, will all be provided by Client</p> <p>(c) Extra time &amp; cost, at actuals, for all such above work will be mutually decided upon prevailing site conditions and market scenario and provided to Contractor over and above the present contractual provisions. Please confirm</p>	<p>and approval of designs &amp; drawings from AE for unexecuted work and designs/drawings for modifications, if any in the executed part shall be the responsibility of the Contractor.</p>
6	General - Design & span arrangement			<p>Bidder request to state whether Bidder can propose any other span arrangement than the existing shown 60m spans.</p> <p>Also, if Bidder is allowed for separate span arrangement, Bidder requests to provide detailed design parameters / Employer's Requirements such that an alternative design may be proposed</p>	As per RFP

7	Drawings			<p>Bidder would like to mention that the pile cap levels shown, in the alignment sectional profile drawings vis-à-vis pier location detailing's, show discrepancy for piers P7, P9, P10, P11, P12, P13. Bidder requests to confirm the levels to be considered for the said locations.</p>	<p>Pile top level mentioned in GAD are preliminary. However, levels mentioned in the working drawings approved by AE and attached with tender drawings for piers P-7, P-8, P-9, P-10, P-11, P-12, P-13 and A-2, are actuals &amp; work has been carried out as per approved drawings.</p>
8	Drawings			<p>The drawings issued with the tender document are mostly scanned copies. Due to legibility, readability and workability issues, Bidder requests to issue all AutoCAD / unscanned pdf drawings.</p> <p>Bidder would also like to mention that the superstructure precast segment reinforcement &amp; pre-stressing detailing drawings are not present in the supplied tender documents. Bidder requests to furnish all relevant drawings, complete for the entire project, in AutoCAD format</p>	<p>Legible copy of the drawings for executed works are attached at Annexure-I.</p>
9	Schedule	Cl. 2.11		The mentioned clauses	Further, preparation

		Typical cross-sections of the Project Highway		state 10 m length and approval of Approach Slab at both designs & drawings end after the "Viaduct in from AE for Approaches". Bidder did unexecuted work and not find any drawings designs/drawings for referring to the modifications, if any in the executed part Approach Slab. shall be the responsibility of the Bidder requests to Contractor.
10	General	CI 7.8.10 Approach Slab		Bidder requests to provide the profile & plan AutoCAD drawings for the tendered scope in entirety
				Available Geotech report is attached at Annexure-II which is indicative and for reference purpose only. However, the contractor has to do all requisite investigation & survey independently. RFP clause 1.2.3 may also be referred in this regard.
11	Schedule	Annex -I, Schedule D cl 2.2	Lateral clearance between the piers shall be 60m and vertical clearance shall be 22.5m above HTL (1.5m Level)	As per drawings lateral clearance is 60m-dimension of pier (3m)=57m above pile cap top (3.85m Level) and at HTL it is 60m-Pile cap width (9.0m) =51.0m. Also, above the pile cap vertical clearance is less than 22.5m. Bidder request to clarify it
				Horizontal clearance is from centre to centre of pier. Further, vertical clearance of 22.5 m is above HTL.
12	Schedule	Annex -I,	Lateral clearance	Bidder understood All spans in water

		Schedule D cl 2.2	between the piers shall be 60m and vertical clearance shall be 22.5m above HTL (1.5m Level)	minimum 60m lateral clearance and 22.5m vertical clearance required at Creek location. Please confirm whether bidders understanding is correct or not.	(between PC2 and PC4) shall have these vertical clearance requirements.
13	Schedule B	Sl. No. 2.6 - Lateral and vertical clearances at Bridge Location	Lateral clearances at bridge portion shall be 60m between center to center of the piers and vertical clearances shall be 22.5m above HTL.	Referring the subject clause, Bidder understands that –  (a) 22.5m vertical clearance above HTL is not required to be maintained during construction phase  (b) 22.5m vertical clearance above HTL is only required for the middle navigational spans i.e. from piers PC2 to PC4  Please confirm	Please refer to the clarification of para 10 above.
14	Draft Contract Agreement  Tender Details  Request for Proposal  Schedules	Page No. 65, Sl. No. 10.3  Page No. 1  Page No. 4, Notice Inviting Bid  Page No. 91,	.... The [730th day] from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date").....Period of Work (Days) - 669 days Completion Period - 22 months  The Scheduled Completion Date shall	The bidder is seeking clarification on the correct completion period for the project, starting from the Appointment Date as declared by the Authority. The bidder would like to confirm which of the provisions mentioned in the agreement accurately defines the project	The completion period shall be 22 months. Please refer Corrigendum-II.

		Schedule J	occur on the 660th (Six Hundred and Sixty only) day from the Appointed Date.	completion period, as this information is critical for the bidder's planning and resource allocation.	
15	Draft Contract Agreement	Page No. 17 - Appointed Date	"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	As the existing provisions in the agreement are ambiguous regarding the declaration of the Appointment Date, the bidder is seeking clarification from the Authority regarding the specific timeframe in which the Appointment Date will be officially announced, as this information is crucial for the bidder's planning and scheduling of the project.	As per RFP
16	Schedules	Page No. 5 - Sl. 4.4 Inspection Bungalow	An inspection Bungalow (G+1 Floor) with total built up area of 238.62 Sqm (111.10 Sqm at ground floor +127.52 at first floor) as per plan attached at Drawing-2 (Chainage 109+500) has been partially completed.	The bidder requires clear as-built drawings of the building in order to ensure a comprehensive understanding of the works. These additional details would enable the bidder to more accurately assess the scope of work required, and to provide a more informed and accurate bid for the project.	The legible copy of the approved drawings are attached at Annexure-I.
17	Schedules Drawings	Page No. 14 - Sl. No. 2.11 Typical cross-section of the Project	The design chainage specifies the precise location of the entire project highway and ranges from 0.00 (Km) to 1.963 (Km). The	The bidder requires accurate information on the chainage of the Bridge and the entire project highway in order to ensure the proper	The design chainages of the bridge are between 0.400 to 1.390 (990 m). Please refer Corrigendum-II

		<p>Highway</p> <p>Page No. 1 - Plan &amp; Profile</p>	<p>Bridge chainage, on the other hand, identifies the specific location of the Bridge within the project highway and starts at 0.415 (Km) and ends at 1.375 (Km).</p> <p>The design chainage specifies the precise location of the entire project highway and ranges from 0.00 (Km) to 1.963 (Km). The Bridge chainage, on the other hand, identifies the specific location of the Bridge within the project highway and starts at 0.580 (Km) and ends at 1.540 (Km).</p>	<p>planning and scheduling of the project.</p>	
18	Existing contract/works			<p>Due to the present tendered scope being of "Balance Works", Bidders requests to mention the following</p> <p>(a) Status on termination proceedings of the previous contract</p> <p>(b) Status on demobilisation of previous contractor</p> <p>(c) Status on "unrestricted/unhindered full access to entire project alignment"</p> <p>(d) Information pertaining</p>	<p>The work shall be awarded after termination of existing contract. The bidder may not take into account any facility/plant etc. to be provided by Authority in his bid.</p>

				to existing site setup and Equipment (area, plant & equipment details, capacity, age etc.) that may be available for use from the previous contract	
19	General - working time			Bidder understands that round the clock working can be done, except for national and/or local holidays, for the project and no restrictions in working hours are applicable. Please confirm	As per RFP
20	General - local clearances, permits & approvals			Bidder understands that all necessary local approvals, permits, passes, clearances for working in the region will be obtained by the Client and given to the Contractor. Please confirm	As per RFP
21	Bid submission deadline			Due to the quantum of work involved and the challenging logistics at project location, Bidder requests to extend the bid submission deadline by at least one (01) month from the existing provision. Please confirm	Please refer Corrigendum-I
22	General - further queries			Bidder requests to accept further queries on the tendered works upto a deadline of two (02) weeks before	As per RFP



				submission. Please confirm	
23	DRAFT CONTRACT AGREEMENT	4.8 Unforeseeable difficulties Page 38 of 146	The referred clause reads as:  "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."	Under any such circumstances, the Bidder requests the Authority to compensate the contractor suitably in terms of time and cost.  Please confirm.	As per RFP
24	DRAFT CONTRACT AGREEMENT	7.4 Release of Performance Guarantee Page 49 of 146	The referred clause reads as:  The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this	The Bidder requests the Authority for modification of the clause as below:  The Authority shall return the Performance Security to the Contractor within 60 (sixty) days 28 (Twenty-Eight) days of the expiry of the Maintenance Period or the Defects Liability Period	As per RFP

			Agreement. Notwithstanding the Completion Date, aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified.	substantial Project whichever is later, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified.	
25	DRAFT CONTRACT AGREEMENT	7.5 Retention Money Page 50 of 146	The referred clause reads as:  "(i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.	The Bidder requests the Authority to consider submission of Retention Bank Guarantee as 5% of Contract Value in place of 6% cash deduction from every payment.  Please confirm.	As per RFP
26	DRAFT CONTRACT	8.2 Procurement	The referred clause reads as:	The Bidder requests the encumbrance-free site	As per RFP

	T AGREEMENT NT	of the Site Page 51 of 146	"(i) 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 (hereinafter referred to as the "Handover Memorandum")."	handover date to be considered as the date of agreement signing or the date of issue of LOA, whichever is later  Please confirm.	
27	DRAFT CONTRACT AGREEMENT NT	8.4 Site to be free from Encumbrances Page 54 of 146	The referred clause reads as:  "Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority because of any costs,	The Bidder understands that, the site will be made available free from all Encumbrances and occupations before the site handover date.  Please confirm.	Encumbrance free site shall be handed over to the Contractor on Appointed date.

			<p>compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site."</p>		
28	DRAFT CONTRACT AGREEMENT	9.2 Shifting of obstructing utilities Page 56 of 146	<p>The referred clause reads as: .....The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. .....</p>	<p>The Bidder requests the Authority consider the Contractor's overhead and Profit at 20% along with the estimated cost by the Authority for the shifting of Utilities Please confirm.</p>	As per RFP
29	DRAFT CONTRACT	10.3 Construction	<p>The referred clause reads as:</p>	<p>The Bidder requests the Authority not to consider</p>	Please refer

T AGREEMENT NT	of the Project Highway Page 65 of 146	<p>"(i) 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 [730th 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.</p> <p>(ii) .....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</p>	<p>any Intermediate Milestone for project completion and while estimating Liquidated Damages</p> <p>Further, The Bidder requests to clarify the project completion duration as per the tender clauses as below:</p> <p>i) As per Cl. No. 10.3, 730 th day from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date"),</p> <p>ii) As per SCHEDULE - J, PROJECT COMPLETION SCHEDULE, "The Scheduled Completion Date shall occur on the 660th (Six Hundred and Sixty only) day from the Appointed Date"</p> <p>Please confirm.</p>	Corrigendum-II
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		calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule -J and until such Project Milestone is achieved or the Project Highway is completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions .....		
		10.3(ii) .....Stage Payments of 10% (ten percent) of Contract Price on as specified in Schedule-J of the Contract Agreement, if 5% (five percent) of the project length corresponding to the Project Milestone-I is not handed over or lately handed over resulting in the extension of completion of this 5% (five percent) length		

			beyond Scheduled Completion Date, Stage Payment of 10% X 0.95 = 9.5% only is to be achieved by the first Milestone date. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause.....		
30	DRAFT CONTRACT AGREEMENT	10.3 Construction of the Project HighwayPage 66 of 146	The referred clause reads as: (iii) The Authority shall notify the Contractor of its decision to impose Damages in pursuance of this Clause 10.3. Provided that no deduction on account of Damages shall be effected by the Authority without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3 (ii) shall not exceed 10% (ten percent) of the	The Bidder requests the Authority to consider maximum limit of damages to be imposed as 5% (Five Percent) of the Contract price. Please confirm.	As per RFP



			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).		
31	DRAFT CONTRACT AGREEMENT	11.18 Staff and Labour Page 76 of 146	<p>The referred clause reads as:</p> <p>"(i) Engagement of Staff and Labour</p> <p>(a) The Contractor shall make its own arrangements for the engagement of all personnel and labour, local or otherwise, and for their payment, housing, feeding and transport.</p> <p>(v) Facilities for Staff and Labour The Contractor shall provide and maintain all necessary accommodation and welfare facilities for personnel engaged for the Works. The Contractor shall not</p>	<p>The Bidder requests to provide 3 (ha) land for labour camp within the project area or in the near proximity of the proposed project site at free of cost to the contractor.</p> <p>Please confirm.</p>	<p>No such land shall be provided. Contractor has to arrange such facility on its own cost.</p>

			<p>permit any personnel engaged for the Works to maintain any temporary or permanent living quarters within the structures forming part of the Works."</p>		
32	<p>DRAFT CONTRACT AGREEMENT</p>	<p>17.1 Defects Liability Period Page 93 of 146</p>	<p>The referred clause reads as:</p> <p>"(i) 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>(a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement;</p> <p>(b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement;</p> <p>(c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using</p>	<p>The Bidder requests the Authority to consider overall Defect Liability period as 3 years from the date of physical completion of the entire scope of Works.</p> <p>Please confirm.</p>	As per RFP

			<p>perpetual design;</p> <p>(d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels;</p> <p>(e) 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.</p> <p>(f) 3 (three) years from the date of completion for stretches requiring renewal of Bituminous Concrete (BC) layer through either using hot-in-place recycling of the entire BC layer or providing a fresh layer of BC with 40mm thickness.</p> <p>(g) 3 (three) years from the date of completion for stretches requiring improvement to riding quality, in cases other than those mentioned in para (f) above, through laying a layer of BM/DBM and BC. The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because</p>		
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			of usual wear or tear in the Project Highway or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article 14."		
33	DRAFT CONTRACT AGREEMENT	19.2 Advance Payment Page 99 of 146	<p>The referred clause reads as:</p> <p>"(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.</p> <p>The Advance Payment for mobilisation expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier.</p> <p>.....</p>	The Bidder requests the Authority to provide interest-free advance payment at a single instalment against production of unconditional Bank Guarantee in a mutually agreed format within 7 days after acceptance of the Bank Guarantee.	As per RFP

			<p>.....</p> <p>(vii) If the Advance Payment has not been fully repaid prior to Termination under Clause 21.7 or Article 23, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority.</p> <p>Without prejudice to the provisions of Clause 19.2 (vi), in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest @ "Bank Rate+5%" per annum from the date of Advance Payment to the date of recovery by encashment of the Bank Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on the unrecovered balance.</p>		
34	DRAFT CONTRACT AGREEMENT	21.6 (i) Effect of Force Majeure Event on the Agreement	The referred clause reads as:  (i) Upon the occurrence of any Force Majeure	The Bidder requests that, upon occurrence of any Force Majeure event after the appointment date, all Force Majeure time and costs beyond	As per RFP

		<p>Page 99 of 146</p> <p>after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:</p> <p>(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;</p> <p>(b) 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</p>	<p>the control of the Contractor shall be reimbursed by the Authority to the Contractor.</p> <p>Please confirm.</p>	
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			<p>Force Majeure events; and</p> <p>(c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.</p> <p>(d) For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.</p>		
35	SCHEDULE S	SCHEDULE - F APPLICABLE PERMITS Page 65 of 114	<p>The referred clause reads as:</p> <p>"1 Applicable Permits 1.1 The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits:</p> <p>(a) Permission of the State Government for extraction of boulders from quarry;</p> <p>(b) Permission of Village Panchayats and Pollution Control Board for installation of</p>	<p>The Bidder understands as per Clause 3.1 (vi), (a) of Draft Contract Agreement, upon written request from the Contractor and subject to the Contractor complying with Applicable Laws, the Authority will provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project</p>	As per RFP



			<p>crushers;</p> <p>.....</p> <p>.....</p> <p>(h) Permission of Village Panchayats and State Government for borrow earth; and</p> <p>(i) Any other permits or clearances required under Applicable Laws.</p> <p>1.2 Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority in accordance with the provisions of this Agreement."</p>	Please confirm.	
36	SCHEDULE S	<p>Annex - I (Schedule - I)</p> <p>List of Drawings</p> <p>Page 89 of 114</p>	<p>The referred clause reads as:</p> <p>"[Note: The Authority shall describe in this Annex-I, all the Drawings that the Contractor is required to furnish under Clause 10.2.]</p> <p>1. Following drawings for unexecuted works shall be responsibility of the Contractor. A minimum list of the drawings of the various components/elements of the project highway and project facility required to be submitted by the</p>	<p>The Bidder is in receipt of approved GFC from the Employer as a part of Tender Document. Subsequently, the Bidder requests to confirm if the same can be used or the Bidder needs to re-design and submit the drawings for unexecuted works in lieu with parameters of executed/existing structures available at site.</p> <p>Please Confirm.</p>	As per RFP

			<p>Contractor is given below:</p> <p>(a) Drawings of unexecuted Pile, Pile Cap</p> <p>(b) Drawings of unexecuted Piers and abutments, Pier cap and abutment cap</p> <p>.....</p> <p>.....</p> <p>(q) Drawings of landscaping and horticulture</p> <p>(r) Drawings of pedestrian crossing</p> <p>(k) Drawings of street lighting.</p> <p>(l) Any other drawings as per instruction of Authority Engineer"</p>		
37	SCHEDULE S	SCHEDULE - J  PROJECT COMPLETION SCHEDULE  Page 91 of 114	<p>The referred clause reads as:</p> <p>"Project Completion Schedule During Construction period, the Contractor shall comply with the requirements set forth in this Schedule-J for each of the Project Milestones and the Scheduled Completion Date. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify</p>	<p>The Bidder requests the authority to consider that overall completion of the project to be 730 days from the Appointed Date without consideration of any intermediate milestones.</p> <p>Please Confirm.</p>	As per RFP

			<p>the Authority of such compliance along with necessary particulars thereof.</p> <p>2 Project Milestone-I</p> <p>2.1 Project Milestone-I shall occur on the date falling on the 230th (one hundred and Ninety) day from the Appointed Date (the "Project Milestone-I").</p> <p>.....</p> <p>.....</p> <p>5 Scheduled Completion Date 5.1</p> <p>The Scheduled Completion Date shall occur on the 660th (Six Hundred and Sixty only) day from the Appointed Date.</p> <p>5.2 On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.</p> <p>6 Extension of time</p> <p>Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project</p>	
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			Completion Schedule shall be deemed to have been amended accordingly."		
38	General		Suspension and Termination by Contractor	<p>The Bidder requests to incorporate the following under tender conditions:</p> <p>If the Engineer fails to certify the Interim Payment Certificates or the Employer fails to comply with the Payment clause, the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause Contractor's Claims to:</p> <p>(a) an extension of time for any such delay, if</p>	

			completion is or will be delayed, under Sub-Clause Extension of Time for Completion and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. Please Confirm	
39	P-70/DPR/MSCB/P&P/01 CREEK BR/101, CREEK BR/200 to 209	A discrepancy in chainage and FRL has been observed in Plan - Profile drawing, Bridge GAD and individual detailed drawings. Same in shown in below table. You are requested to provide Approved Plan - Profile and Approved Bridge GAD drawing.\	Pile top level mentioned in GAD are preliminary. However, levels mentioned in the working drawings approved by AE and attached with tender drawings for piers P-7, P-8, P-9, P-10, P-11, P-12, P-13 and A-2, are actuals & work has been carried out as per approved drawings.  Legible copy of the drawings for executed works are attached at Annexure-I.	
40	Missing drawings	We request Client to provide detail drawings of AC-1, P2 , PC-1 and AC-2. These drawings are not available in the Drawing part.	Preparation and approval of designs & drawings from AE for unexecuted work and designs/drawings for modifications, if any in the executed part shall be the responsibility of the	



			Contractor.
41	Exposure Condition	As per Schedule-D, Cl.No. 2.5 mentioned that Exposure Condition Should consider "Extreme" but in GAD drawing (Drawing No. CREEK BR/101) note No 10. Condition of Exposure has been mentioned as "Moderate". As per our understanding, as the structure is in marine water, hence severe exposure condition to be followed. Please clarify.	Standards and Specifications mentioned in the Schedule D shall be followed.
42	Hydrodynamic Parameters	Please provide the below listed parameters which are to be followed for Hydrodynamic load calculation: 1. Wave Length 2. Time Period 3. Wave Height	As per RFP
43	Hydrological Parameters	Please provide below listed hydrological parameters for bridge design: 1. Scour around Pile 2. Silt Factor	As per RFP
44	Barge Impact Parameter	Please provide Barge Impact parameter given below- 1. Max & Min. DWT of the Plying Vessels and corresponding Approach Velocity	As per RFP

### 3. Queries from M/s RDS Project Ltd.

Sr. No	Schedule/Clause/Page	Query/Request	Reply
1	General	As per the tender document it is clear that design of the main bridge is already carried out by the earlier contractor and construction of various elements is in different stages. However, the responsibility of the existing design and quality of the construction already taken up need to be ensured by the successful bidder. In view of the above our understanding is as under, please confirm: 1. Successful bidder needs to check the complete design of the bridge and apprise employer for any	Please refer to the clarifications in para 4 of the above table.

		<p>deficiency in the design</p> <p>2. Successful bidder needs to check the quality of elements accessible and apprise employer for any deficiency in the quality</p> <p>3. Any rectification work in the already constructed elements may be considered as change of scope and suitably compensated for the cost and time.</p> <p>4. In case the design of super-structure is found deficient contractor shall be allowed to adopt his own design and abandon the already pre-casted elements.</p>	
2	Schedule-B / Clause 2.11 / PG-14	Chainages of Bridge Section (TCS-II) and voided slab section (TCS-III) given in Clause-2.11 of Schedule-B is different than chainages given in clause-7 of Schedule-B. Kindly check and correct chainages.	Please refer Corrigendum-II
3	Schedule B / Clause 5.2 / PG-15,16	Flexible pavement is proposed but in table (in title) rigid pavement is mentioned and also IRC: 58-2011 is mentioned as design code which is for rigid pavement design. Please correct and confirm.	Please refer Corrigendum-II
4	Schedule B / Clause 5.2 / PG-16	Pavement given in table seems to be unsafe for 20 MSA as per IIT Pave. Please check.	Please refer Corrigendum-II
5	Schedule B / Clause 5.3 / PG-16	Design requirements given in clause 5.3 seems to be for rigid pavement. Please correct.	Please refer Corrigendum-II
6	Schedule B / Clause 5.3 / PG-16, Design life	Flexible pavement is designed for 15 years as per 2 Laning manual (IRC-SP:73-2018) and 20 years as per IRC:37-2018. But 30 years is mentioned as design life in clause 5.3 which is generally given for rigid pavement.	Please refer Corrigendum-II
7	Schedule B / Clause 5.3 / PG-16, Design MSA	Design MSA is mentioned as 20 MSA but it is specified as design Traffic in 2030. Design life should be 15 years after opening of traffic. In that case 2030 year mentioned may not be correct. Please check and confirm. If design has to be done for 15 years and traffic is considered 20 MSA in 2030, then total design traffic will be very high. It seems that old data is printed and it should be mentioned that min. design traffic shall	Please refer Corrigendum-II



		be 20 MSA. Year 2030 need to be deleted	
8	Schedule B / Clause 5.3.1 / PG-16	Design life mentioned as 30 years in clause 5.3.1 please review and correct/confirm.	Please refer Corrigendum-II
9	Junction	Kindly provide major Junction's layout drawing.	Major junction layout is uploaded as Annexure-I.
10	Approaches	Drawings issued does not shows any details for the approach portion on both sides of the Bridge. Details is provided only for bridge portions. Requested to provide GAD along with relevant details for the approach portion on both sides of the bridge.	Alignment of road attached in tender document has to be followed.
11	Schedule C / Clause 2 (c) / PG-25	Kindly specify the no. of trees to be planted by the contractor.	Tree plantation in 2006 sqm shall be made.
12	Schedule B / Clause 7.8.7 / PG- 22 Below approach work	Chainage given for retaining wall seems to be wrong. Please check and correct.	As per RFP
13	Schedule B / Clause 7.8.8 / PG- 22 Viaduct in Approaches	Chainage given in clause 7.8.8 seems to be wrong. Please check and correct.	As per RFP
14	Schedule B / Clause 7.8.9 / PG- 22,23	Chainage given in clause 7.8.9 for approach road seems to be wrong. Please check and correct.	As per RFP
15	Schedule B / Clause 7.8.10 / PG-23	Chainage given in clause 7.8.10 for approach slab seems to be wrong. Please check and correct.	As per RFP
16	Schedule D / PG-26	As per schedule D, formation width shall be increased to overall width of bridge in at least 90.00m on either side of bridge. TCS schedule Should be updated as per above requirement in schedule D.	TCS of different sections are already attached as part of the tender drawings.
17	General	Period of completion considered in the work is very less. Need to revised the completion period to 42 months considering time required for designer, piling work in marine conditions, casting yard setup, time required for casting of segment & launching of segments, frequent cyclone and monsoon/rainy period for 6 months in A & N Islands.	As per RFP
18	General	As per new policy issued by DG Shipping, all cargo vessels, barges & floating machineries more than 15	As per RFP

		years of life are not permitted for use in India. As such limited Nos of marine vessels & Jack up barges will be available for use. Hence new jack up barge only needs to be fabricated for this work which will take min 15 months for its fabrication. Hence the completion period for the subject tender needs to be amended from 36 to 42 Months.	
19	Schedule-A - Note/ PG-3	Type of NDT Tests be conducted in completed works and locations of tests may be intimated and also payment for these testing to be also specified in Sch-H.	All testing cost shall be borne by Contractor.
20	Schedule-A - Note/ PG-3	In case, if the executed work is found defective after conducting NDT Test, then change of scope will be admissible. Pls reconcile. Also, if change of scope is admissible, how the financial effect will be arrived. Pls confirm	Please refer to the clarification in para 4 of the above table.
21	General	Requested to provide the copy of the Design basis report for the drawings of the default/previous contractor approved by the Authority Engineer/NHIDCL.	The approved drawings are attached at Annexure-I
22	General	Soil Investigation report shown in the drawings shall be treated as final or we need to conduct separate soil investigation. Pls confirm	Investigation given in tender documents are indicative and for reference purpose only. RFP Clause 1.2.3 may also be referred in this regard.
23	General	Which type of Steel reinforcement bars i.e., normal TMT Bars or CRS Bars or SS Bars or Epoxy Coating to be incorporated in the work. Pls confirm	Steel specification as per Manual.
24	General	Requested to confirm the T&P's, shuttering materials, offices, casting yard and other Facilities available at site belonging to the previous contractor will be allowed for use of successful bidders after award of work or not.	Nothing additional shall be provided.
25	Schedule-B -Clause 2.6/ PG-14	Please inform if these lateral and vertical clearances are mandatory for the entire bridge length. Please inform if there are any navigational spans which require provision of fenders/ ship impact	Lateral and vertical clearance are mandatory. Navigation span is between PC-2

		considerations etc	to PC-4.
26	General	We request you to confirm if Special Vehicles as per Amendment No. 1 to IRC:6-2014 be considered in the design?	Design shall be as per Manual
27	General	Request to provide us Latitude + Longitude of starting/ ending point of new alignment.	Starting Latitude - 12.159898 Starting Longitude - 92.754135  End Latitude - 12.170087 End Longitude - 92.762976
28	Schedule-B -Clause 2.11/ PG-14	Kindly confirm that we have to strictly follow the GAD/drawings given in the tender document.	All design & drawing of unexecuted works and modification required, if any in the executed part shall be responsibility of contractor. Any span, multiple of 60m for unexecuted spans can be adopted subject to maintaining the Minimum FRL 27.85m.
29	General	Depth of Water at P1 & P-6 is very less. Hence Span P1-P2 & Span PC-5 & P-6 cannot be navigational. Requested to confirm which span shall be navigational.	Navigation span is between PC-2 to PC-4.
30	General	It is difficult to locate land at such a remote area for setting up Land for Site Establishment, Casting Yard, Labour hutment, Batching Plant, store, Offices etc., It is requested to provide Land for free of cost in liaisoning with revenue department of A&N Islands for setting up of Casting Yard and other Facilities required for the execution of the work.	As per RFP
31	General	Considering the remoteness of Project site, arranging construction material from various	As per RFP



		sources/places will be time taking & challenging. Therefore, request you to please provide secured advance @ 90% of invoice value on procurement of non-perishable items	
31	RFP/Clause 2.2.2.2 iii) A) a1)/ PG-24	<p>Reference may be made to 2.2.2.2 iii) A) a1 under Technical Capacity which specified as " the Bidder shall have completed at least one similar Major Bridge/ <b>ROB</b>/ Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 20% of the Estimated Project Cost. 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".</p> <p>It is pertinent to intimate that the work was already award to a contractor who had failed to execute/complete the work even after lapse of 5 years and was not capable to execute a single pile work in marine portion ( w.r.t the balance works in Schedule- B &amp; GAD) and also the work needs to be executed in remote areas of India i.e., Andaman &amp; Nicobar Island, it is requested to amend the requirement criteria for the specialized work as "</p> <p>a) the bidder should have completed construction of Major Bridge across Sea/ Creek in water depth greater than 10m having length (Bridge Proper) not less than 800 m &amp; span length not less than 60 m c/c having value of work is equal to more than 70% of the estimated project cost, i.e.RS.173.29 crores (excluding GST/Escalation if any),</p>	Please refer corrigendum-II.

		<p><b>b) Agency should demonstrate experience in construction of foundation work in deep water for Major Bridge in Sea/Creek".</b></p> <p>Also ROB works also needs to be removed from the qualifying criteria so that capable/qualified bidders who had executed works in marine may only get participated and make the authority free from any ambiguity after award of work and unnecessary litigations from the contractor/users/administration.</p>	
32	Schedule-C -Clause 2 e) / PG-25	As per clause 2 e) under schedule-C of EPC, we assume that all furnishing of Office & IB will be the property of contractor & will be handed over to contractor after completion of work. Also requested to confirm the facilities to be provide in the inspection bungalow will be till completion of work or till DLP.	As per RFP
33	Article-19- Clause 19.2/ PG-99	Refer clause 19.2 of DCA. Pls confirm whether the interest for mobilisation advance will be calculated as simple interest or compound interest.	As per RFP
34	Schedule-C -Clause 2 d) / PG-25	As per clause 2 d) under schedule-C of EPC, we assume that lighting to be provided in main bridge & high mast will used for illuminating the approaches Pls confirm	Yes.
35	Schedule-C -Clause 2 d) / PG-25	As per clause 2 d) under schedule-C of EPC, we assume that the contractor responsibility of lighting arrangement will be up to main control panel. Electric connection to lighting arrangement to Main panel from electricity board of A&N Island will be arranged by Authority/NHIDCL. Pls confirm	Electric connection at Main Control panel shall be provided by the Authority.
36	Schedule-C -Clause 2 e) / PG-25	As per clause 2 e) under schedule-C of EPC, we assume that all furnishing of Office & IB will be the property of contractor & will be handed over to contractor after completion of work. Also requested to confirm the facilities to be provide in the inspection bungalow will be till completion of work or till DLP.	As per RFP
37	Schedule-H/ Table 1.3.1 / PG-82	Sch -H, table 1.3.2 under new 2-lane realignment/ bypass, payment procedure is mentioned as Unit of measurement is linear length, Payment of each stage shall be made on pro rata basis on completion	As per RFP

		of a <u>stage in a length of not less than 500 m.</u> <i>It is requested to amend the stage payment for a length of 500m to stage in a length of not less than 100m".</i>	
38	Schedule-H/ Table 1.3.2 / PG-84	Sch -H, 1.1 (stage for payment) & table 1.3.2 under foundation, Nos of pile/ Pile cap needs to be mentioned considering balance work	The payment stages are as per balance work only.
39	Schedule-H/ Table 1.3.2 / PG-84	Sch -H, 1.1 (stage for payment) & Table 1.3.2 under Sub-Structure, Breakup/Nos for Pier/Pier cap needs to be mentioned considering balance work	The payment stages are as per balance work only.
40	Schedule-H/ Table 1.3.2 / PG-86	Sch -H Breakup for Inspection bungalow needs to be clearly mentioned as balance work instead of specifying "Payment shall be made on prorata basis 25 % on foundation, 25 % GF Structure, 25% 1st Floor Structure & 25% on Finishing work"	The payment stages are as per balance work only.
41	Schedule-H/ Table 1.3.2 / PG-83	Sch -H, Table 1.3.2 under Foundation payment procedure is mentioned as "Cost of each foundation shall be determined from <u>cost of all foundations</u> as under: Cost of one foundation of depth 'd' = $(d/D) * \text{Cost of all foundations}$ "  D= sum of depth of all foundations; Depth of foundations shall be as per approved designs & drawings by AE.  <i>"It is requested to amend the word cost of all foundation as cost of all foundation for balance work as specified under Schedule-B to avoid ambiguity after award of work".</i>	The payment stages are as per balance work only.
42	Schedule-H/ Table 1.3.2 / PG-84	Sch -H, Table 1.3.2 under Piling, payment procedure is mentioned as Payment shall be made on pro rata basis on completion of a stage in nos. of not less than 50 % of <u>total piles</u> .  <i>"It is requested to amend the word total piles as total piles in one foundation to avoid ambiguity after award of work".</i>	There is no ambiguity. This is in reference with the nos. of piles in one foundation only.

43	General	<p>There is a difference of approx. 6 m in FRL given in P&amp;P and Structure GAD prepared by the earlier contractor. Also, to note that the levels found at site also are not matching with any above drawings. Kindly clarify which data is to be followed for working out quantities of the project. If possible, please arrange the updated P&amp;P prepared by the earlier contractor which include FRL and OGL along the approach road also.</p>	<p>Pile top level mentioned in GAD are preliminary. However, levels mentioned in the working drawings approved by AE and attached with tender drawings for piers P-7, P-8, P-9, P-10, P-11, P-12, P-13 and A-2, are actuals &amp; work has been carried out as per approved drawings.</p>
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4. All other terms and conditions of the tender documents remain the same.



(Devender Kumar)  
Dy. General Manager(T)

