राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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







National Highways & Infrastructure Development Corporation Limited

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

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/NH-17/Bil-GhyPkg-2/2023/228801/2872

Date:13.12.2023

REPLY OF PRE-BID QUERIE

Sub: Widening/Improvement to 4 (Four) Lane with Paved Shoulder from Ch.25.633 Km to Ch.52.470 Km (Design Ch.21.850 Km to Ch.48.670 Km) for Package-2 of Bilasipura- Guwahati road (NH-17) (Section: Near Mowatari, before Chapar Bypass to Tulungia (junction with NH-117)) in the state of Assam on EPC mode - Reply of the Pre-Bid query - reg.

Tender ID: 2023_NHIDC_779006_1

Replies of Pre-Bid queries submitted by the Bidders are mentioned below:

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
1	Clause 3 Schedule A	Carriageway The present carriageway of the Project Highway consists two lane/two lane with paved shoulder with earthen shoulder configuration from E x. Ch.25.633km to Ex. Ch.52.470km. The type of the existing pavement of the section is flexible.	to kindly provide the existing pa vement crust of main carriageway project	As per Bidding Document
2	Clause 18 Schedule A	Existing Utilities	Authority is requested to kindly provide colour Utility relocation plan for better understanding the project.	As per Bidding Document
3	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 kindly provide present status of land acquisition.	80% Land would be handed over to the Concessionaire at the time of Appointed date
	Schedule A	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, mprove/upgrade the Road profile as	As per tender document, the project is under Hybrid Annuity Mode (HAM) and project design is Contractor's responsibility. So, minimum FRLs clause is inappropriate for the	As per Bidding Document

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
		indicated in Annex-III based onsite/design requirement	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.	
5		Alignment Plans: Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed. The contractor shall, however,	understanding the project.	As per Bidding Document
6	100000000000000000000000000000000000000	Environment Clearances The Following environment clearance have been obtained	Authority is requested to kindly provide status of Environmental Clearance.	Environmental Clearances is not required.
7	Clause 2.vi.b Schedule B	Lateral clearance: The width of the opening at the underpasses shall be as follows: 1.Design Chainage 29+743 Small Vehic ular Underpass. 2.Design Chainage 32+281,35+220,46+774 Vehicular Underpass.	kindly provide General Arrangement Drawing SVUP and VUP for better	Refer Corrigendum-I
8	Clause 2.vi.b Schedule B	Lateral clearance: The width of the opening at the underpasses shall be as follows: Skew	Authority is requested to kindly provide Skew Angle for better understanding the project.	As per Schedule
9	Schedule B	At-grade Intersections I. Major Intersections ii. Minor Intersections	Authority is requested to kindly provide layout plan for Grade separated intersection with/without ramps, major junctions and minor junctions for better understanding the project.	Refer Corrigendum-
10	5.iii.b Schedule B		Since project design is Concessionaire's responsibility, Can Concessionaire given the liberty to revised/ alter	As per Bidding Documents

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
0			Please clarify.	
		g	*	
11	Clause 7.iv	Culverts	Authority is requested to	Refer
	Schedule B	General Arrangement Drawing (GAD) and	kindly provide General	Corrigendum-I
		Skew angle	Arrangement Drawing	
		9 1	(GAD) & Skew Angle for	
			better understanding the	
12	Clause 7.iii	Bridges	project. Authority is requested to	Refer
		General Arrangement Drawing (GAD) and	kindly provide General	Corrigendum-I
		Skew angle	Arrangement Drawing	
			(GAD) & Skew Angle for	
			better understanding the	
13	Clause	Pood Over Pridge	project.	Dofor Comics
20000		Road Over Bridge Design Chainage 46+360	Authority is requested to kindly provide approved	Refer Corrigendum-
		Skew Angle	General Arrangement	
		enem, mg.c	Drawing and Skew Angle	
			for better understanding	
			the project.	
				*
				×
			*	
			2	

14 Article 23.7

Clause 23.7.1 of DCA states that:

The Parties acknowledge and agree that all O&M Expenses shall be borne by the Concessionaire and in lieu thereof. For the performance of its Maintenance obligations, a lump sum financial support in the form of biannual payments shall be due and payable by the Authority.

Provisions of DCA are self-explanatory and shall prevail.

O&M Payments

- a. For flexible pavement including structures: no maintenance charges shall be paid for the first year; 0.40% of the Bid Project Cost each for the second, third and fourth year; 0.80% of the Bid Project Cost each for the subsequent years till laying of the renewal layer or end of concession period. whichever is earlier. The requirement for the renewal layer shall be worked out based on the survey and investigation of the existing pavement and the cost of such renewal works shall be made separately to the Concessionaire @ 2.4% of Bid Project Cost. After laying of the renewal layer, the Concessionaire shall be paid @0.40% of the original Bid Project Cost each for the next four years and @ 0.80% of the original Bid Project Cost each till laying of the second renewal layer or end of concession period, whichever is earlier. After laying of the renewal layer, the Concessionaire shall be paid @0.40% of the original Bid Project Cost each for the remaining years till the end of concession period. For the avoidance of doubt, it is clarified that if there is any requirement of renewal layer during the initial 5 years & during the 5 years after laying of first renewal layer then the cost of such renewal layer and any requirement of structural layer during the concession period shall be borne solely by concessionaire.
- b. For flexible perpetual pavement including structures: no maintenance charges shall be paid for the first year; 0.40% of the Bid Project Cost each for the second, third and fourth year; 0.60% of the Bid Project Cost each for the subsequent years till laying of the renewal layer or end of concession period, whichever is earlier. The requirement for the renewal layer shall be worked out based on the survey and investigation of the existing pavement and

SI. No		Issued	Compliance of NHIDCL
Article 2 O&M Payment Article 2: O&M Payment	made separately to the Concessionaire @ 2.4% of Bid Project Cost. After laying of the renewal layer, the Concessionaire shall be paid @ 0.40% of the original Bid Project Cost each for the next four years and @0.60% of the original Bid Project Cost each till laying of the second renewal layer or end of concession period, whichever is earlier. After laying of the renewal layer, the Concessionaire shall be paid @0.40% of the original Bid Project Cost each for the remaining years till the end of concession period. For the avoidance of doubt, it is clarified that if there is any requirement of renewal layer during the initial 5 years & during the 5 years after laying of first renewal layer then the cost of such renewal layer and any requirement of structural layer during the concession period shall be borne solely by concessionaire. c. For rigid pavement including structures: no maintenance charges shall be paid for the first year; 0.20% of the Bid Project Cost each for fifth, sixth, seventh & eighth year, 0.60% of the Bid Project Cost each for fifth, sixth, seventh & eighth year, 0.60% of the Bid Project Cost each for fifth, sixth, seventh & eighth year, 0.60% of the Bid Project Cost each for fifth, sixth, seventh & eighth year, 0.60% of the	expense shall be payable for renewal to the Concessionaire if renewal layer is laid in the initial 5 years after laying of First renewal layer 1.Please clearify if Concessionaire do renewal in certain length of the project in initial 5 year than how the O&M Expense shall be paid to the Concessionaire 2. In case the Authority reply is "As per RFP" than we understand that the payment shall be made on prorata basis to the concessionaire based on length in which renewal layer is laid i.e. @2.4% of BPC for the balance project length & subsequently @0.4% of BPC for the length in which renewal has laid in intial 5 years of first renewal layer in this regard it is suggested that instead of paying O&M expenses variably based on he length on which renewal ayer has been laid it would be appropriate if Concessionaire is paid on certain pre-fixed raet for each year throughout the	The Concession Agreement is self

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
15	Clause 8.1.2, Disclaimer	The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, {the Consortium Members and their} Associates or any person claiming through or under any of them.	matter set forth in Clause	Provisions of DCA are clear and shall prevail.
16	Clause 10.3.4, Procureme nt of the Site		(a) It is understood that the eligibility for issue of Provisional Completion Certificate, shall be reckoned for ROW that has been handed over to the	Provisions of DCA are clear and shall prevail.
16			b) We understand that all provisions with respect to Payment Milestone, payment of Annuity, Bonus and other due payments shall remain unaffected and shall be paid in full, in case of conditions clarified in (a) above. During course of execution, it is understood that percentage weightage of works assigned for achievement of all Project	Provisions of DCA are clear and shall

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
			Milestones shall be reckoned in proportion to the ROW made available to the Concess ionaire with 180 days of AD	
18	Clause 11.2.1, Shifting of obstructing utilities	to perform any of its obligations here under if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be. Upon completion of Construction Works and	in the event of any delay in approval for Shifting of Utilities or the estimates by the Authority, the Concessionaire shall not be responsible for such failure and Extension of Time shall be granted for such failure of the Authority. Authority is requested to	Provisions of DCA are clear and shall
	14.2, Completion Certificate	the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in Schedule-J (the "Completion Certificate").	issuance of Completion Certificate, after completion of works listed in the "Punch List".	
1 (F	b), Procedure or Change of Scope	(b) the options for implementing the proposed Throughout Change of Scope and the effect, if any, each process of such option would have on the costs and time at thereof, including a detailed breakdown by a work classifications specifying the material it and labour costs calculated in accordance powith the schedule of rates applicable to the oworks assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.	provide the schedule of rates applicable to the works assigned by the Authority to a contractors, along with the Froposed premium/discounts	Provisions of DCA hall prevail.

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
20	Clause 16.2.3, Procedure for Change of Scope	Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in	s on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice.	,
21	Article 16 – Change of Scope		It is understood by the bidder that in the event of any additional structure included beyond the scope of work defined in Schedule- B as Change of Scope works, the O&M charges for the same shall be separately payable to the Concessionaire.	Refer clause 16.7 for
	Damage for breach of maintenanc e obligation	In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 2% (two per cent) of the Performance Security, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	This Clause may kindly be deleted since Damages prescribed in this Clause are highly irrational, and the said Clause in its current form can have severe financial implications on the Concessionaire and make the execution of the Project commercially unviable. Also, it is submitted that as provisions of Clause 17.9.1 reasonably cover Damages payable for breach of	provisions of DCA

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
No 23	Clause 23.7.1 a, b, c, d		1. Kindly clarify whether the Bid Project Cost specified in Clause 23.1 of Concession Agreement (CA) shall be revised from time to time in accordance with the provisions of Clause 23.2 of	1.,2. Please refer the Clause 23.7.2 DCA, which is sel explanatory in th
			Concessionaire in addition to 2 maintenance payment C to be defined in the respensive year. Kindly clarify?	ayment shall be nade in addition to .4% of Bid Project Cost in the year in
2	Clause 3.7.1 , b, c, d			4. Yes Payment of enewal layer shall be ade on pro-rata

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
			Clarify. 5. Based on survey and investigation of the existing pavement, if the renewal layer required to be laid only on part length of the project, then how the cost of the renewal layer and maintenance payment shall be calculated and paid to the Concessionaire? Kindly	the existing pavement. The O&M payment for
24		Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes (except GST, which shall be payable at applicable rates). The amount payable for maintenance shall be adjusted on account of variation of Price Index. It is further agreed that the Bid Project Cost hereunder shall be reckoned with reference to the amount specified in Clause 23.1, which shall be adjusted to the extent of Change of Scope and Reduction in Scope, but shall not include any price adjustments in pursuance of variation of Price Index.	the mentioned clause, the maintenance payment shall be adjusted on account of variation in Price Index. It is understood that the provision in last line of this clause is limited to the amounts affected due to Change of Scope and Reduction in	Provisions of DCA
	Insurance during Concession Period	The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period	at in case of extension of Schedule Completion Date for the reasons attributable to the Authority, the additional cost towards the Insurance premium as per the said clause shall be paid separately to the	
	1.3, Dispute Resolution Board		DRB members, no restriction should be ther	1

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
		the procedure set forth in Schedule- S to the Concession Agreement	empanelled persons by NHIDCL	/
27	I	9	y the meaning of the Othe Tests, the details need to be mentioned	Other test, which are required to be carried out for issuance of completion /provisional
28	General		1. In HAM Projects, Tolling is not in the scope of the Concessionaire and therefore, the Bidder understands that the day-to-day expenditure pertaining to Toll Plaza viz replacement/repair of Toll Plaza equipment during O&M period, Toll Plaza lighting (including that of Administrative Building etc.), Internet expenditure is included under scope of Toll fee Collecting agency, appointed by the Authority.	As per DCA
29 (General	Forest Clearance	Authority is requested to kindly provide status of Forest Clearance.	Forest Proposal is uploaded on Parvesh Portal on 14.08.2023.
80 (General S	k S F	Authority is requested to kindly provide soil/ subgrade soil/ investigation report of project corridor during easibility study for better understanding of the project.	As per Bidding Documents
31 (General [Detail Project Reports A	Authority are requested to please provide the Detail Project Reports.	

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
				Main report is attached
32	General	Geotechnical Investigation	Authority is requested to kindly furnish Geotechnica Investigation Report.	
33	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.	As per Bidding Documents
34		SSI report, Hydraulic Data, Scour depth, Silt factor of different river Bridges are required for assessment of foundational requirement and other structures.		As per Bidding Document
35		As mentioned in Annex-I,(Schedule-B) (C) (iv), Composite Girder at combination 1XI8.00 + 1X36.00 + 1XI8.00m has been proposed. It has been observed in various projects, railway allows only single span superstructure outside the railway boundary. So, for ROB at Ch. 43.360Km approve GAD from Railway Authority is required for clarity on the matter.		As per RFP the GAD of ROB at Ch.43.360km is uploaded on Railway Portal (RORACS) for approval.
36		In various typical sections, retaining walls, breast wall has been shown Length, Sizes of both Missing in Annex-I, (Schedule-B).		The length of Retaining wall & Breast wall is mentioned in Schedule-B (Clause no-11/(a) & (b).
37	, v	GAD of bridges of Ch. 27+450 km to ch. 28+926 km are provided in the drawing uploaded along with tender documents. Requesting you to kindly provide all the drawings of the bridges.		Refer Corrigendum-I
38	İ	Forest Department has newly introduced a system of advance forest royalty through online mode with the issuance of indents from the Authority. It is to clarify that NHIDCL is going to provide indents for contractor or not		As per the contract obligation this is the sole responsibility of the Contractor
39		It is also to inform you that procurement of Forest Clearance/ Permission for extraction of forest materials is a very time-	ñ u	2 2

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
		consuming process which takes approx. 6 to 10 months and thereby the projects get delayed. It is intimated that the advance royalty as per the extant rules of Forest Department will be complied, but Authority intervention for early clearances is requested please.		As per Bidding Document
40		It is requested to provide us detail status of LA and exact hindrance free ROW available as on date.		80% Land would be handed over to the Concessionaire at the time of Appointed date
41		(i) Is there any utility sifting in this project? if yes, kindly provide the details and who will bear the cost of utility sifting. (ii) Clarity regarding the cost of Utility sifting is exclusive or inclusive is sought for?		Utility shifting is is part of civil cost and Civil Cost is inclusive of Utility shifting cost.
42		Clarity is sought for price adjustment whether included or it is fixed price bid?		As per Contract Provisions
43		Kindly provide proposed location co- ordinates or KMZ file for the proposed project alignment	,	As per Bidding Documents
44	I a E I r c c F v v a a + x x x a a	As per Schedule B below mentioned 4 nos. of Major Bridges and 1 VUP are proposed which are continuous to each other. Also, the Major Bridge at Chainage 28+027 is falling over the river. Accordingly, we determined that instead of different bridges Single Bridge shall be proposed from Chainage 27+447 to 28+934 with total length 1488 m with span arrangement of (11 x 30m) + (1 x 30 + 4 x 110 + 1 x 30m) + (6 x 30m + 1 x 25m + 1 x 10m + 1 x 30m) + (1 x 43m) + (1 x 30m + 1 x 10m + 11 x 30m). This will make structure more resthetically pleasing.		As per Bidding Documents
45		As mentioned above, as per RFP total length of Highway is 1488 m for Major Bridges & 1 VUP i.e. Ch. 27+612 (11 x 30m), Ch. 28+027 (10 x 50m), Ch. 28+399 (6 x 30m + 1 x 25m +1 x 10m + 1 x 30m), VUP Ch. 28+531 (1 x 43m) & Ch. 28+749 (1 x 30m + 1 x 10m + 11 x 30m). Length of span can be increased by using new technologies of Bridge construction i.e. latest technology of concrete UHPC	g F C ff d F	50m span PSC Box pirder has been proposed for main pridge part. However, EPC Contractor has lexibility in altering lesign of bridges & coundation as per neir available esources satisfying

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
		(Ultra-High-Performance Concrete) / Precast Segments can also be used in this project which will resulting to economize the project approximately 10- 12 Cr of public money as well as introducing new technology in North east region. Furthermore, we understand according to ground conditions and river terrain that pile foundation may not be much feasible in such strata. So, consideration of well foundation will be more feasible and		all the Coda provision
		structure can be economized.		
46	100 el	Also, drawings of some structures are not provided with the RFP. We request you to kindly provide the same.		Refer Corrigendum-I
	Sub-Clause 5, Annex-I, Schedule A	Type of pavement (BC, DBM, AIL, CTB, CTSB) with minimum pavement thickness has specified. Since the project is being executed under HAM, the Concessionaire shall be free to design as per IRC Codes and Standards.	Concessionaire is free to adopt any type of pavement	Documents
	10,	Nos of trees required to be provided to fulfil requirement of compulsory afforestation has not provided.	Please provide numbers of tree to be provided as compulsory afforestation.	As per Bidding Documents
49	Profile	Level at existing ground along Proposed Centre Line and FRL has provided. To estimate earthwork quantity and slope protection work it is required OGL at offset of 20/30 m as well.	Please provide OGL at 20/30 m offset from Proposed	
50	General	Project Site location	Please provide kmz file of project road.	As per Bidding Documents
51	D.:	It is understood that the contractor is free to choose the span arrangement of the bridges keeping the total length of bridge unchanged.	Kindly confirm.	As per Bidding Documents
52	Structure	It is understood that the contractor is free to choose the type of superstructure and substructure for any structure based on own economical assessments and construction methodology.	Kindly confirm.	As per Bidding Documents
53			Please provide the Geotechnical Investigation	As per Bidding Documents

SI. No	Clause No	Existing Clause/ Description	Issued	Compliance of NHIDCL
		5	report for all structure locations.	
54	General	Hydrology Report for bridges is not provided.	Please provide the hydrology report for all bridge locations.	
55	Structure Drawing	Complete Drawing of Structure Like VUP, SVUP, LVUP, Minor Bridge, Major Bridge and Viaduct is not provided	Please provide complete GAD of all Structure locations.	Refer Corrigendum-I
56	1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 8.53 Crores (Rupees eight crore fifty three lakh 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 Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or eBank, 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 Insurance Surety Bond	Requested to Authority to add the Physical submission of Bank guarantee in addition to eBG, Insurance Surety Bond, Account Payee Demand	Refer Corrigendum-I
57	1.3 (Schedule of	Date of submission of Tender/Bid (online) - Bid Due Date 14/12/2023	Requested to the authority to Rextend Bid due date for 30 days (13/01/2024) i.e from original bid due date 14/12/2023)	

Sarardo

(Saurav Deo) Deputy General Manager (Tech.)