

Reply to Pre Bid queries

Project Name: Four laning of Dolabari to Jamuguri section from km 17.300 of NH-37A to km 182.000 of NH-52 in the State of Assam under SARDP- NE, Phase A on EPC mode		NHIDCL's Reply	
S. No	Clause & Section No.	Original Clause in the Tender	Clarification / Suggestion by the bidder
1.	General		General Arrangement Drawing, Technical Note, Construction Schedule, Methodology, etc, need not to be submitted with bid – Please confirm.
2.	Schedule J	MS-I - 180 th day- Completion of 10% of work. MS-II - 425 th day- Completion of 35% of work. MS-III - 650 th day – Completion of 55% of work. MS-IV - 912 th day – Completion of 100% of work.	Since the Project envisages initial preparatory works like design, approval of GAD, Mobilization of equipment's, Survey, Soil Investigation, design and drawings, Initial Pile load test, etc., practically there will be no work done for initial 4-5 months. We request you to modify the milestones as mentioned below: MS-I - 240 th day- Completion of 10% of work. MS-II - 485 th day- Completion of 35% of work. MS-III - 630 th day – Completion of 55% of work. MS-IV - 1095 th day – Completion of 100% of work.
3.	Schedule H	A- New Major Bridges 3) Super-structure: Payment shall be eligible on completion of an individual span. Payment shall be made on pro-rata basis completed span wise with respect to the total linear length (m) of the bridge.	Please bifurcate the payments for super-structure activities of the Project, since for pre-cast superstructures contractor has to bear the expenses till completion of an individual span as per payment procedure of Schedule-H. Hence considering the practical constraint for specific nature of this work, we request that super-structure be segregated to atleast three stages given below:- 1. Precasting of units 2. Erection of units 3. Wearing Course, Crash Barrier, Expansion joint, etc
4.	Clause 10.3.1	The [650 th (six hundred and fiftieth) 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.	Article-10, Cl. 10.3.1 stipulate Project completion Schedule of 650 th day, whereas NIT and Schedule-J CL.5 page no. 174 stipulate project completion schedule of 912 th day from the appointed date. Please clarify.
5	Schedule J	The Scheduled Completion Date shall occur on the 912 th (nine hundred twelfth) day from the Appointed Date.	The project location has constrains of having only six months working period in a year, so we request you to extend the Project Duration to 3 years (i.e. 1095 th day)
6	General		Please provide hydraulic data, LWL, HFL, Scour Level & water current Velocity etc. of the Jia Bharali river.
7	General		Plan profile drawings (Assam/PWD/NH-37A/PNP/27) indicate HFL of 78.475 m, whereas DPR stipulate HFL of 73.760 m for JIA-BHARALI bridge and in cross section of Guide bund various different HFL are mentioned. Please clarify.
8	General		Please provide details of exposure condition to be adopted for bridge structure as well as whole project.
9	General		In view of given scope/nature of work we presume that for this project (tender) "For the performance of its Maintenance obligations, the contractor shall be paid 0.5% of the Contract Price for the first year, and 1%, 1.5%, 2% of the Contract Price for the second, third and fourth year respectively. Please confirm.
10	General		Kindly provide GAD of Major bridge (Jia Bharali river)
11	General		We propose to provide River training work as per latest IRC-89. Please confirm.
12	General		The FRL mentioned for major Bridge in Plan & Profile drawing is 84.0 whereas FRL shown in DPR drawing is 78.90. Kindly confirm which is to be adopted.
13	Schedule B		Kindly provide the start and end chamage of Major Bridge.
14	Schedule B		The exact scope of River Protection work like length of guide bund, channel closing dyke and flood embankment etc. is not mentioned in Scheduled B. Kindly provide the same.

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15	General		As per Plan profile drawing No. Assam / PWD /NH-37A/PNP/26.27. 28, etc. the embankment height coming around 30.0 m and ROW available in this stretch is 60.0 m, which appears to be low. Request to increase ROW in this region.	ROW is 60/90 m.
16	General		Being an EPC project, Bidder is free to change the span arrangement, type of foundation, Substructure and Super-structure. Please confirm.	Span arrangement which is based on hydraulic model study cannot be changed.
17	General		Please provide the Co-ordinates of the Curves so as to get the Approximate Alignment of the Roads.	Being EPC work, bidder to survey the site.
18	Schedule B		Cross section wise length of road (Chainages of respective Cross section) is not mentioned in Schedule B. Kindly provide the same.	Location of cross sections is given in section 2.11 of Annex-1 of Modified Schedule B. (See Corrigendum II)
19	General		Please confirm that Utility shifting, if any, will be responsibility of NHIDCL and encumbrance free ROW will be handed over to contractor as per given schedule.	As per Article 9 of the DCA.
20	General		Utility shifting permission should be in the scope of Authority and contractor should have no obligation for utility shifting approval. Time frame for approval should be defined to avoid and delay in execution.	As per Article 9 of the DCA.
21	General		Please clarify that there is any requirement of protective coating to be provided on exposed concrete surfaces and to buried concrete and provide details for the same.	Contractor has to take action as per ground conditions and codal provisions and specifications.
22	Schedule C		Bidder requests to provide the locations and quantities of the roadside furniture.	As per IRC SP.84-2014
23	Schedule B		As per Broad scope of work there are 2 flyovers to be constructed but as per Schedule B- Clause 2.9 there are no Grade Separated Structures shown. Please Clarify.	Refer section 7.7 of Annex-1 of Modified Schedule B.
24	General		We request authority to provide at least 10 acres land free of cost, at single location for contractors installation of casting yard, concrete plant, office, reinforcement yard etc.	Bidder has to make their own arrangements.
25	General		We request authority to make available land (dumping Yard) for dispose of Excavated/ miscellaneous material.	Bidder has to make their own arrangements as per the pollution and environment control policy of the region.
26	General		We request to extend tender submission date of 4 weeks after receipt of reply for pre-bid queries from the authority.	Refer corrigendum.
27	General		Channel Closing Dyke and Deflecting Spur- On the left bank of the river, a channel closing dyke of around 1.6 km length has been proposed. In salient feature- the length of channel closing dyke is 1.00 km. These two specifications are contradictory. Kindly clarify.	Refer corrigendum.
28	General		Guide Bund - Annexure-B-1-River Protection Works Model study: 1.5 m thick stone pitching over 0.3 m filter media on river side but in country side no stone pitching has been mentioned. In salient feature: 0.9 m thick stone pitching over a 0.3 m filter media on river side and 0.45 m thick stone pitching over 0.3 m filter media on country side has been mentioned. These two specifications are contradictory. Kindly clarify.	As per salient feature.
29	General		Chanel closing dyke- Annexure-B-1-River Protection Works Model study-1.5 m thick stone pitching over 0.3 m filter media on river side but in country side no stone pitching has been mentioned. The length of the boulder apron is 14 m and thickness at bund 1.940 m and in river 2.900 m. In salient feature - 1.35 m thick on river side and 0.9 m on country side over a 0.3 m filter media. The length of the apron is 12 m and thickness 2 m. These two specifications are contradictory. Kindly clarify.	Salient features to be followed. The given measurements are as per model study of Brahmaputra board. Disclaimer may be referred.
30	General		Chanel closing dyke: Annexure-B-1-River Protection Works Model study -1.5 m thick stone pitching over 0.3 m filter media on river side but in country side turfing has not been mentioned. The length of the boulder apron is 14 m and thickness at bund 1.940 m and in river 2.900 m. the required materials on the top of gravel at top has not been mentioned. In salient feature 0.9 m thick stone pitching on river side over a 0.3 m thick	The drawings in Annexure-B-1 are as per model study. Refer Annexure-B-2. Disclaimer may be referred.

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		filter media and turfing on country side. These two specifications are contradictory. Kindly clarify.		
31	General	Spur- the details of the spur has not been mentioned. We request for providing base line guidance.		To be provided as per provision of EPC bid document. No change of scope will be given in this regard.
32	General	The minimum no. of sign boards please be mentioned.		As per IRC SP:84-2014
33	General	Kindly provide the Status of Environment clearance.		No environment clearance is required.
34	General	Please provide the Plan and Profile in Auto-CAD format of Environment clearance.		Not Available.
35	General	During the site visit it was noticed that 2 nos of High tension line are falling perpendicular to the Alignment near River. Kindly confirm whether there is a requirement of shifting these HT lines for executing the project.		Minimum clearance stipulated as per norms to be maintained by EPC Contractor.
36	General	As per tender document the source of the boulder given at Bordikorai area. During the site visit we have come to know that this source has been declared under wild life protective Zone. Kindly clarify.		Contractor to arrange the source of the boulders.
37	General	As per our site inspection it is very difficult to get the borrow earth in the nearby vicinity. Kindly provide any identified sources for Borrow Earth.		Contractor has to find the source.
38	Schedule A	In Annex -I of Schedule-A ROW is give 60 m ROW available all through the project road, as the project runs through populated area. Actual ROW is required for a better project detail.		ROW is 60/90 m.
39	Schedule A	What is the status of 60.0 m & 90.0 m Land Acquisition? Pls update		ROW will be available at appointed date.
40	Schedule B	All through the project design speed is shown 100 km/hr in Plan and Profile Drawing, no speed restriction shown even at sharp curves.		As per IRC SP:84-2014
41		There is an existing minor Bridge at chainage 22+100. Also one additional new bridge is proposed at 21+947. Existing minor bridge is not shown in drawing. Please clarify.		As per modified Schedule A & B.
42		Existing minor bridge shown at Chainage 22+100 with a single span of 40 m. What about prop new bridge for 4 lanes?		As per modified Schedule A & B.
43		Whether 90 m row is sufficient for Jiyaboroji river bridge approaches where 20 m height of fill in shown in plan and profile drawings.		90 m row is sufficient.
44		Jiyaboroji river width is approx. 2.0 km at prop. Bridge location whereas bridge length is given 1.2 km. Approach embankment is proposed for remaining width of the river with a dyke wall. Is it technically justified? As there is a DLP of 4 yrs and Contractor has to compensate any damages happened during DLP period so proposal with design should be shared with at this stage.		DPR made available with NIT.
45		Please provide the span arrangement of both flyovers. It is not given in Schedule but in the drawing it is given. Can we change the span arrangement from drawings? Please clarify.		GAD provided and provision of EPC bid document to be adhered to.
46		Dykes are shown in your overall layout plan for Tezpur in DPR. Whether the construction of dykes is in the scope of work for this Tender? If yes, kindly mention the Guide Bund Total Length & Cross section width in Schedule B.		Guide Bund Length is given in GAD. GAD provided is indicative and minimum.
47		Due to huge scope of Major and Minor Bridge, we request you to enhance the completion period from 2.5 Years to 3 Years.		No change.
48		Please provide 20 days extension of time for submission of bid i.e. 02.03.2017 to 21.03.2017.		See corrigendum.
49		In 4.2 of Schedule-B total length of raising of existing road is calculated 18,990 km, but total project length is given 18,810 km. Please clarify.		Total length of raising of existing road is 18,810 km.
50		Project cost in RFP is given 843.10 crores and project cost given by "XPLOER"		As per RFP.

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			CONSULTANCY SERVICES PVT. LTD" is 945.92 Crores. Has escalation been considered in Project cost in RFP? Please enlighten on this.	
51			There is a box culvert shown in "Drg. No. Assam/PWD/NH37A.PNP.30" at chainage 29+095 but it is not given in the section 7.2.4 of schedule-B (proposed new culvert, as this section comes under realignment) is it comes under change of scope? Please clarify.	This culvert is not required.
52			There is a box culvert at chainage 30+745 with span (1*2) in "Drg. No. Assam/PWD/NH37A/PNP/31" but in the section 7.2.4 of schedule-B span is given as 1*3. What will be the correct span at this location?	As per modified Schedule B.
53			There are box culvert and a pipe culvert shown in "Drg. No. Assam/PWD/NH37A/PNP/30" at changes 17+130 and 17+245 respectively but it is not given in the Schedule. Is it comes under change of scope? Please clarify.	The concerned chainage is not under the project stretch.
54			The Geo-tech Report for other structures other than Jia Bharati bridge is missing. Kindly provide.	Not available.
55			No Hydrological Modeling/Analysis Presented in the RFP Documents.	Not available.
56			Set of drawings for e.g. Culverts, TCS, Safety drawings are missing from the Drawing Volume. Kindly provide.	As per IRC SP:84-2014
57			The cost of project as per the mentioned document is 1263.11 crores and cost of project mentioned in Project Brief is 843.10 crores. Kindly clarify.	Civil cost of the project is 843.10 crores.
58			The Appendices mentioned are missing from the Report. Kindly provide the same.	Not relevant for bidding.
59			We need at least 30 working days from publication of prebid replies from authority, hence we request authority to extend the present bid due date by at least 6 weeks.	See corrigendum.
60	Clause 2.2.1(d)	"A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof.....For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder....."	The Bidder requests to provide following: The detailed list of the legal, financial or technical advisor of the Authority, its members or any Associate thereof may please be provided in order to take necessary precaution.	It has no relevance with the bidding process so not provided.
61	Clause 1.2.1(s)	"save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;"	The bidder requested to modify the Clause 1.2.1(s) as follows: "save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Authority and the Contractor hereunder or pursuant hereto in any manner whatsoever;"	No change.
62	Clause 2.1	"(a) construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D; (b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and"	Bidder requests to modify the Clause 2.1(b) as follows: "(a) design and construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule- B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D; (b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E till intended Scheduled Completion Date; and"	No change
63	Clause 3.1.6	"The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1.2, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Authority or on account of a Force Majeure Event."	Bidder requests to modify the Clause 3.1.6 as follows: "The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1.2, if such loss or damage shall have arisen solely on account of any default or neglect of the Contractor"	No change
64	Clause 3.1.7	"(f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;"	Bidder requests to modify the clause as follows: "(f) upon written request from the Authority, support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the	No change

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65	Clause 3.6	"The Contractor shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority."	provisions of this Agreement;" Bidder understands that Contractor shall not be responsible for any loss or damage arisen from any default or neglect of the Authority or any other third party or on account of Force Majeure Event. Accordingly requests to modify the Clause 3.6 as follows: "The Contractor shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority or any other third party or on account of Force Majeure Event".	No change
66	Clause 3.8	"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."	The bidder requests the Authority to delete such unilateral provision as it is impossible for any bidder to ascertain unforeseen difficulties at the time of bidding. It is requested to make suitable provisions to cater such unforeseen difficulties duly considering the time and cost implications. Please confirm.	No change
67	Clause 4.1.5	Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 4.1.4, 8.3 and 9.2 shall not exceed 1% (one per cent) of the Contract Price.	Bidder requested to modify the Clause 4.1.5 in line with the Contractor's liability due to delay under Clause 10.3.3 of the Contract which is as follows: "Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 4.1.4, 8.3, 9.2 and 9.4 shall not exceed 10% (ten per cent) of the Contract Price."	No change
68	Clause 4.1.6	(a) upon written request from the Contractor, and subject to the Contractor (b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure (c) procure that no barriers that would have a material adverse effect on the works are erected or placed on or about the	Bidder understands that the Authority shall allow Time Extension and adjustment to the Contract Price for additional costs incurred by the Contractor for delay in procurement of Applicable Permits and also for delay in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity beyond 28 days of Contractor's request in this regard and if such delays are not attributable to the Contractor. Please confirm.	No Time Extension in contract period will be granted due to this.
69	Clause 4.1.6	The Authority agrees to provide support to the Contractor and undertakes to observe,, the following: (a) upon written request from the Contractor, and subject to the Contractor complying..... for implementation of the Project; (b) upon written request from the Contractor, provide reasonable assistance to the....; (c) procure that no barriers that would have a material adverse effect on the works are.... national security, law and order or collection of inter-state taxes; (d) not do or omit to do any act, deed or thing ...; (e) support, cooperate with and facilitate the Contractor in the implementation of the Project (f) upon written request from the Contractor and subject to the provisions of Clause 3.3, provide....	The bidder requests to add the following provision under Clause 4.1.6: "(g) bear the responsibility and costs relating to all Rehabilitation and Resettlement required for the construction of Project" Bidder requests to add the following at the end of Clause 4.1.6: "Further, the Authority shall indemnify, defend, save and hold harmless the Contractor against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any matters pertaining to any obligation other than the Contractor's Obligations as per the Contract Agreement, and specifically indemnify the Contractor against any obligations pertaining to Environmental Conservation including tree cutting."	No change.
70	Clause 5.2	The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: (a) it has full power and authority to execute...; (b) it has taken all necessary actions under the Applicable Laws to authorise; (c) it has the financial standing and capacity to perform its	The bidder requests to add the following provisions under the Sub Clause 5.2: "(i) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement; (j) all information provided by it in the Tender Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate	No change.

Nil

		<p>obligations under this Agreement:</p> <p>(d) this Agreement constitutes a legal;</p> <p>(e) it has no knowledge of any violation or default with respect to any order, writ, to perform its obligations under this Agreement;</p> <p>(f) it has complied with Applicable Laws in all material respects;</p> <p>(g) it has good and valid right to the Site</p> <p>(h) it has procured Right of Way and</p>	in all material respects;"	
71	Clause 6.1.1	<p>The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposal, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions,....it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard.</p>	<p>The bidder and the Authority understands that it is impossible for any bidder to ascertain all the information provided by the Authority in the documents including RFP, Schedules, Annexure, Drawings, site condition reports at the time of bidding, therefore the bidder assumes all the above information are true and hence forms the basis of the bid submitted by the bidder. Please confirm.</p>	<p>The assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Bidder should, therefore, conduct its own investigations and analysis.</p>
72	Clause 6.1.6	<p>Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Authority shall not be liable in any manner for such risks or the consequences thereof.</p>	<p>Bidder requests to modify the Clause 6.1.6 as follows:</p> <p>"Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor to the extent covered under the insurance under Article 20 [Insurance]."</p>	<p>No change</p>
73	Clause 7.1.3	<p>In the event the Contractor fails to provide the Performance Security within 10 (ten) days of this Agreement, it may seek extension of time for a period not exceeding 30 (thirty) days on payment of Damages for such extended period in a sum calculated at the rate of 0.01%.....</p>	<p>The Bid Security provided along the Bid shall remain in force and effect till the submission of Performance Security. Hence, the bidder requests the Authority to abolish delay damages provision for delay in providing the same. Please confirm</p>	<p>No change</p>
74	Clause 7.3.1	<p>Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.</p>	<p>Bidder requests the Authority to modify the Clause 7.3.1 as follows:</p> <p>"Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default. The Authority shall notify the Contractor of its decision to encash the Performance Security in pursuance with the provisions of this Clause 7.3.1 provided that no encashment of Performance Security on account of Contractor's Default shall be effected by the Authority without notifying the Contractor of its decision to encash Performance Security, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice."</p>	<p>No change</p>
75	Clause 7.4	<p>The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the later of the expiry of the Maintenance Period or the Defects Liability Performance Security until all Defects identified during the Defects Liability Period have been rectified."</p>	<p>Bidder requests the Authority to modify the Clause 7.4 as follows:</p> <p>"The Authority shall return one half of the Performance Security to the Contractor upon issuance of the Completion Certificate and balance shall be released within 7 (seven) days of the expiry of the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified."</p>	<p>No change</p>
76	Clause 7.5.2	<p>Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.</p>	<p>Bidder requests the Authority to modify the Clause 7.5.2 as follows:</p> <p>"Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default. The Authority shall notify the Contractor of its decision to appropriate the relevant amount in pursuance with the provisions of this Clause 7.5.2 provided that no deduction of amount on account of Contractor's Default shall be effected by the Authority without notifying the Contractor of its decision for such deductions, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice."</p>	<p>No change</p>
77	Clause	<p>The Contractor may, upon furnishing an irrevocable and</p>	<p>The bidder requests the Authority to refund the Retention Money to the Contractor in</p>	<p>No change</p>

with

78	7.5.3	<p>unconditional bank guarantee substantially in the form provided at Annex-II of Schedule-G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of Clause 7.5.1. Provided that the refund hereunder shall be made in tranches of not less than 1%</p> <p>The Parties agree that in the event of Termination of this Agreement, the Retention Money and the bank guarantees specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6.</p>	<p>tranches of Rs. 1 Cr to maintain smooth cash flow. Please confirm.</p>	No change
79	Clause 7.5.5	<p>"The Authority Representative and the Contractor shall, within 30 (thirty) days of the date of this Agreement, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Subject to the provisions of Clause 8.2.3, such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and"</p>	<p>The bidder requests to modify the Clause 7.5.5 as follows: "The Parties agree that in the event of Termination of this Agreement on account of the Contractor's Default, the Retention Money and the bank guarantees specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6."</p>	No change
80	Clause 8.2.1	<p>"The Authority Representative and the Contractor shall, within 15 (fifteen) days of the date of this Agreement, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, free from encumbrances, encroachments comprising of buildings, structures, road works, trees and any other immovable property on or attached to Site and in a continuous length. Subject to the provisions of Clause 8.2.3, such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, the permits/ clearances/ NOCs/ cost estimates required for dismantling/ shifting of buildings, structures, road works, trees and any other immovable property on or attached to the Site, if such obstruction adversely affects the execution of Works or Maintenance of the Project, shall be provided by the Authority along with the memorandum."</p> <p>Bidder further understands that any delay in providing such permits/ clearances/ NOCs shall be considered for determining extension of time and related costs at actual. Please confirm.</p>	<p>The bidder requests to modify the Clause 8.2.1 as follows: "The Authority Representative and the Contractor shall, within 15 (fifteen) days of the date of this Agreement, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, free from encumbrances, encroachments comprising of buildings, structures, road works, trees and any other immovable property on or attached to Site and in a continuous length. Subject to the provisions of Clause 8.2.3, such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, the permits/ clearances/ NOCs/ cost estimates required for dismantling/ shifting of buildings, structures, road works, trees and any other immovable property on or attached to the Site, if such obstruction adversely affects the execution of Works or Maintenance of the Project, shall be provided by the Authority along with the memorandum."</p> <p>Bidder further understands that any delay in providing such permits/ clearances/ NOCs shall be considered for determining extension of time and related costs at actual. Please confirm.</p>	No change
81	Clause 8.3.1	<p>In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided: Amount of Damages in Rs. per day per meter = $0.05 \times C \times 1/L \times 1/N$ I/N Where C = the Contract Price; L = length of the Project Highway in metres; and N = Completion period in days (Appointed Date to Scheduled Completion Date)"</p>	<p>Bidder requests : Either Compensation should be as per actual. Or As per amended formula as below: Amount of Damages in Rs. per day per meter = $2.5 \times C \times 1/L \times 1/N$</p> <p>The Contractor understands that the compensation under this formula shall be applicable for the stretches where full width ROW is not available. Please confirm.</p>	No change
81	Clause 8.4	<p>Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, agreed that the existing rights of way, easements, privileges,</p>	<p>Bidder requests to modify the clause as follows: "Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be</p>	No change

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		<p>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> <p>On and after signing the memorandum and/or subsequent memorandum referred to in Clause 8.2.1, and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment.....</p>	<p>Encumbrances as long as it does not adversely affect Construction and Maintenance of the Project Highway."</p>	
82	Clause 8.5	<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>The bidder understands that the responsibility of the Contractor in the removal of encroachments is limited only to those which have come up after the signing of the memorandum. Please confirm.</p>	As per RFP.
83	Clause 8.6	<p>It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or</p>	<p>Bidder understands that the Clause 8.6 shall be dealt under Clause 13 [Change of Scope], if the ROW is provided on piece-meal basis than that envisaged under the relevant terms of the contract. Please confirm.</p>	As per RFP.
84	Clause 8.8	<p>Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility.</p>	<p>The bidder understands that in case of geological or archaeological findings at Site affecting the construction activities, the selected bidder shall be entitled to Time Extension and also adjustment to the Contract Price at actual. Please confirm.</p>	As per RFP.
85	Clause 9.1	<p>The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The actual cost of such shifting, as approved and communicated by the entity owning the utility, shall be paid by the Contractor and reimbursed by the Authority to the Contractor. In the event of any delay in such shifting by the entity owning the utility beyond a period of 180 (one hundred and eighty) days from the date of notice by the Contractor to the entity owning the utility and to the Authority, the Contractor shall be entitled to Damages in a sum calculated in accordance with the formula specified in Clause 8.3.1 for the period of delay, and to Time Extension in accordance with Clause 10.5 for and in respect of the part(s) of the Works affected by such delay; provided that if the delays involve any time overlaps, the overlaps shall not be additive.</p>	<p>Bidder requests to modify the clause 9.1 as follows: "Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility for sections of the Project contained in Appendix as per Clause 8.2." 1. Bidder understands that the Authority shall cause shifting of all utilities as it shall be in a better position to get necessary approvals/ shifting from the concerned authorities expeditiously or the sub-clause should be modified as follows : "The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project in accordance with this Agreement. The actual cost of such shifting, as approved and communicated by the entity owning the utility, shall be paid by the Contractor and reimbursed by the Authority to the Contractor. In the event of any delay in such shifting by the entity owning the utility beyond a period of 90 (one hundred and eighty) days from the date of Appointed Date, the Contractor shall be entitled to Damages in a sum calculated in accordance with the formula specified in Clause 8.3.1 for the period of delay, and to Time Extension in accordance with Clause 10.5 for and in respect of the part(s) of the Works affected by such delay; provided that if the delays involve any time overlaps, the overlaps shall not be additive. For the avoidance of doubt, the land required for construction of Project hindered by such utility shall be included in CI 8.2, the Appendix and dealt with accordingly." 2. The Contractor understands that the Contractor's obligation towards shifting of utilities commences only upon the Authority having arranged the permission for shifting of the utility from the respective entities owning the utility. Such permits shall be procured on/ before the Appointed Date failing which within 30 days of Contractor's notice, further, the Contractor shall be under no obligation to commence such shifting, until and unless the Authority has approved and communicated the cost estimate for the respective utility shifting and provided 25% of such amount as advance payment. Please confirm.</p>	No change
86	Clause 9.2	<p>The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The actual cost of such shifting, as approved and communicated by the entity owning the utility, shall be paid by the Contractor and reimbursed by the Authority to the Contractor. In the event of any delay in such shifting by the entity owning the utility beyond a period of 180 (one hundred and eighty) days from the date of notice by the Contractor to the entity owning the utility and to the Authority, the Contractor shall be entitled to Damages in a sum calculated in accordance with the formula specified in Clause 8.3.1 for the period of delay, and to Time Extension in accordance with Clause 10.5 for and in respect of the part(s) of the Works affected by such delay; provided that if the delays involve any time overlaps, the overlaps shall not be additive.</p>		As per RFP.

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87	Clause 9.3.4	In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable Time Extension as determined by the Authority's Engineer.	3. Bidder understands that any delay in procurement of permits/ NOCs/ approvals/ cost estimates for dismantling/ shifting/ relocation of utilities/ structures/ any other obstruction for reasons not attributable to the Contractor shall be considered while determination of time extension and related cost at actual. Please confirm. The bidder requests to modify this Clause 9.3.4 as under: "In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable Time Extension and also adjustment to Contract Price due to additional costs incurred by the Contractor as fairly determined by the Authority's Engineer."	No change.
88	Clause 9.4	The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement.	1. Bidder requests the Authority to obtain the permits for felling of trees falling within the ROW and causing hindrance to the construction and maintenance of the Project before issuing the Appointed Date. Please Confirm. 2. Bidder understands that any delay in procurement of approval for felling of trees shall be considered for the compensation in terms of time and cost at actuals. Please confirm. 3. Bidder requests to modify the Clause 9.4 as follows: The Authority shall obtain the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the Construction or Maintenance of the Project Works. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The land required for construction of Project Works hindered by such trees shall be included in Cl 8.2, the Appendix and dealt with accordingly. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that the Applicable Permit for felling of trees hereunder shall be procured by the Authority on or before the Appointed Date and any delay in getting such approval affecting the works shall be considered for adequate compensation for time and cost.	No change.
89	Clause 10.2.1	Design and Drawings shall be developed in conformity with the Specifications and Standards set forth in Schedule-D. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review of the Authority's Engineer.	Bidder understands that such works pursuant to alternative design shall be valued as per Clause 13 [Change of Scope]. Please confirm.	As per RFP.
90	Clause 10.2.4(c)	within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days.	Bidder requests to modify the Clause 10.2.4(c) as follows: "within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and if no such observation is conveyed within the said period the drawings are deemed acceptable to the Authority's Engineer and Contractor shall begin or continue Works. Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days."	No change
91	Clause 10.2.5	Any cost or delay in construction arising from review by the Authority's Engineer shall be borne by the Contractor.	The Bidder requests the Authority to delete such unfair clause.	No change
92	Clause 10.3.2	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,	1. Bidder requests the Authority to modify the clause restricting applicability of Damages only in case of non achievement of the Scheduled Completion Date by the selected bidder for reasons solely attributable to the selected bidder. Please confirm. 2. Further, the bidder request the Authority to modify the clause as follows: "The Contractor shall construct the Project Highway in accordance with the Project	No change

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	<p>unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule -J and until such Project Milestone is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-J has been amended as above; provided further that in the event the Works are completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected works as specified in Clause 10.5.2.</p>	<p>Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve the Scheduled Completion Date within a period of 90 (ninety) days from the date set forth in Schedule-J, unless such failure has occurred due to default of the Contractor, it shall pay Damages to the Authority of a sum calculated at the rate of 0.02% (zero point zero two percent) of the Contract Price for delay of each day reckoned from the Scheduled Completion Date till actual completion of the Works is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the date set forth in Schedule-J shall be deemed to be modified accordingly</p>	No change
93	<p>Clause 10.5.1 "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, namely: (a) delay in providing the Right of Way,; (b) Change of Scope; (c) occurrence of a Force Majeure Event; (d) any delay, impediment or prevention; and (e) any other cause or delay</p>	<p>Bidder requests to add the following delay event to be considered for extension of time: "(f) any delay, impediment or prevention caused by other authorities/ public or private entities, it's personnel or any other third parties for the reasons not at all attributable to the Contractor."</p>	No change
94	<p>Clause 10.5.5 (b) the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Engineer may reasonably require; and</p>	<p>The Bidder requests the Authority to modify the sub Clause 10.5.5(b) as follows: It shall help the prospective Contractor to submit a realistic Extension of Time application as well as to ascertain the delay with more details. "(b) the Contractor shall, no later than 10 (ten) days after the close of each quarter, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Engineer may reasonably require; and"</p>	No change
95	<p>Clause 11.13.1 Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement; (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and (c) execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.</p>	<p>The bidder requests to modify the Clause 11.13.1 as follows: "Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor in writing specifying the reasons to: (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement; (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and (c) Execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply. "</p>	No change
96	<p>Clause 11.17.4 If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.</p>	<p>The bidder requests to modify the Clause 11.17.4 as follows: "If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine as per good industry practice any Time Extension and also adjustment to the Contract Price to which the Contractor is reasonably entitled."</p>	No change
97	<p>Clause 12.1.2 All Tests shall be conducted in accordance with Schedule-K. The Authority's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Project Highway or a Section thereof, with</p>	<p>The bidder understands that the Contract Price will be adjusted on account of additional costs incurred due to such additional tests. Further, the bidder understands that the Contractor shall be entitled to Time Extension and also adjustment to Contract Price in case of delay arising out of such event. Please confirm.</p>	No change.

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98	Clause 12.2.1	<p>Specifications and Standards and if it is reasonably anticipated or determined by the Authority's Engineer</p> <p>Subject to the provisions of Clause 12.2.5, upon completion of all Works forming part of the Project Highway, save and except the Works for which Time Extension has been granted under Clause 10.5, the Authority's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion substantially in the form set forth in Schedule-L (the "Provisional Certificate") if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Highway for which the Provisional Certificate has been issued, within a period of 180 (one hundred and eighty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof.</p> <p>.....The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof. The Authority's Engineer shall issue the Provisional Certificate within 60 (sixty) days from the date of request by the Contractor for issuance of the same. If the Authority's Engineer fails to provide the Provisional Certificate, for the reasons not attributable to the Contractor, the Provisional Certificate shall be deemed to have been issued on 14th day of expiry of aforementioned 60 days period and any Dispute pertaining to the same shall be dealt as per Article 26 [Dispute Resolution]"</p> <p>2- The works for which extension of time has been granted, the 180 days period shall be considered from the actual date of completion of such works. Please confirm.</p>	<p>Bidder requests to modify the Clause 12.2.1 as follows: "Subject to the provisions of Clause 12.2.5, upon completion of all Works forming part of the Project Highway, save and except the Works for which Time Extension has been granted under Clause 10.5, the Authority's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion substantially in the form set forth in Schedule-L (the "Provisional Certificate") if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Project Highway for which the Provisional Certificate has been issued, within a period of 180 (one hundred and eighty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof.</p> <p>.....The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof. The Authority's Engineer shall issue the Provisional Certificate within 60 (sixty) days from the date of request by the Contractor for issuance of the same. If the Authority's Engineer fails to provide the Provisional Certificate, for the reasons not attributable to the Contractor, the Provisional Certificate shall be deemed to have been issued on 14th day of expiry of aforementioned 60 days period and any Dispute pertaining to the same shall be dealt as per Article 26 [Dispute Resolution]"</p> <p>2- The works for which extension of time has been granted, the 180 days period shall be considered from the actual date of completion of such works. Please confirm.</p>	No change.
99	Clause 12.3	<p>All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor in accordance with the provisions of Clause 10.3.2 of this Agreement.</p>	<p>The bidder requests that the damages leviable pursuant to Sub-clause 10.3.2 of this Agreement shall be calculated as percentage of value of such remaining work and not the Contract Price. Please confirm.</p>	No change
100	Clause 12.2.5 -	<p>No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 19.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3.</p>	<p>Bidder understands that in the event the Authority could not hand over certain part/section of the ROW to the Contractor for any reason whatsoever, one year prior to the Scheduled Completion Date, the Authority shall delink the said part/ section of the Project. Please confirm.</p>	As per RFP.
101	Clause 12.4.2 -	<p>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>"Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor the actual cost of removal incurred by the Authority."</p>	No change

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102	Clause 13.1.2	"Change of Scope shall mean: Change of Scope shall mean: (a) change in specifications of any item of Works; (b) omission of any work from the Scope of the Project except under Clause 8.3.3; provided that, subject to Clause 13.5, the Authority shall not omit any work under this Clause in order to get it executed by any other authority; and / or (c) any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction.	Bidder requests the Authority to add the following event under this categories of Clause 13.1.2: "d. changes to the levels, positions and/or dimensions of any part of the Works. e. changes to the sequence or timing of the execution of the Works. f. execute additional work of any kind necessary for the completion of the Works; and/or g. any change in Authority's requirement including the provisions stated under applicable Schedules forming the Scope of Works." Bidder understands that all the Change of Scope Order/Instruction shall be given in writing to the Contractor six month prior to the Scheduled Completion Date of the Project. Bidder reserves its right to reject any Change of Scope Order which are not issued before six months prior to the Scheduled Completion date. Please confirm.	No change
103	Clause 13.2.1	In the event of the Authority determining that a Change of Scope is necessary, it may direct the Authority's Engineer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice").	Bidder requests to issue Change of Scope Order within a month from the date of submission of cost estimate of the same. Further, Authority is requested to pay 25% of total value of such Change of Scope Order as an advance payment along with the Change of Scope Order to take up such works. Please confirm.	As per RFP.
104	Clause 13.3	Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.	1. The payment of such Change of Scope works shall be released progressively and shall be settled completely within 30 days of completion of such works. Any delay in payment shall carry interest at the rate Base Rate plus 2%. Please confirm. 2. The bidder understands that the Change of Scope works shall be adjusted for price escalation of various components as per clause 19.10 and the Base date for this purpose shall be the date of preparation of estimate for Change of Scope Order or any other suitable date as fairly determined by the Authority's Engineer. Please confirm.	As per RFP.
105	Clause 13.4	13.4.1 No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order 13.4.2 Unless the Parties mutually agree to the contrary, 13.4.3 Notwithstanding anything to the contrary	"13.4.4 No Change of Scope Order shall be issued after the date 180 days prior to Scheduled Completion Date."	As per RFP.
106	Clause 14.7	In the event the Contractor does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer; as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages.	"In the event the Contractor does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works or have establish such reasons for not being able to commence maintenance work within 15 (fifteen) days but not later that 30 (Thirty) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 10% (ten per cent) of such cost shall be paid by the Contractor to the Authority as Damages." Please confirm.	As per RFP.
107	Clause 15.2.4	Any deduction made on account of non-compliance will not be paid subsequently even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is procured.	The bidder requests the Authority to modify the sub-clauses as follows: "Any deduction made on account of non-compliance will not be paid subsequently provided the Contractor establish the compliance thereof within 30 days of such deduction with valid reasons for delay in compliance and agreed by the Authority's Engineer. Such deductions will continue to be made every month until the compliance is procured."	As per RFP.
108	Clause 17.4	In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 17.2, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project Highway conform to the Specifications and Standards and the	Bidder requests the Authority to modify the Clause 17.4 as follows: "In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 17.2 or have established such reasons for not being able to commence defect rectification in 15 days but not later that 30 days which is agreed by the Authority, the Authority shall be entitled to get the same repaired."	As per RFP.

109	Clause 19.2.1 -	provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to twenty percent of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor. The Authority shall make an interest-bearing (@ Bank Rate ⁵) advance payment (the "Advance Payment"), equal in amount to 10 (ten) percent of the Contract Price, exclusive 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. The second 5% (five percent) mobilisation advance would be released after submission of utilization certificate ⁵ Bank Rate shall be as declared by Reserve Bank of India (RBI).	rectified or remedied at the Contractor's cost so as to make the Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to 10% (ten percent) of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor."	As per RFP.
110	Clause 19.2.2	The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.	1. Bidder requests to make an interest free Advance Payment to facilitate the selected bidder. 2. Bidder also requests the Authority to stay abide by the schedule of Advance Payment stated under Clause 19.2 to avoid cash flow crisis for mobilization works. In case of delay in release of Advance Payment for reasons not attributable to the Contractor, further delaying the works shall be considered for determining time extension and related costs, if any, at actuals. Please confirm.	As per RFP.
111	Clause 19.7.4	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.	Bidder requests to modify the Clause 19.2.2 as follows: "The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 100% (one hundred per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof." The Bidder also requests to modify the Clause 19.2.4 in line with the Clause 19.2.2	As per RFP.
112	Clause 19.10.4 (d)	AI = The WPI for construction machinery for the month three months prior to the month to which the IPC relates.	The bidder request release of maintenance payment on monthly basis in line with Clause 19.4 and 19.5 to maintain the steady cash flow for carrying out Maintenance Works. Bidder requests to modify the clause as follows: "AI = The WPI for construction machinery on the first day of the month to which the IPC relates." The Bidder requests to modify the values of BI, CI, FI, LI, MI, SI in line with the above.	As per RFP.
113	Clause 19.10.4 (d)	LO = The consumer price index for industrial workers for the [circle **** in the State of Uttar Pradesh], published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Date. LI = The CPI for the month three months prior to the month to which the IPC relates.	Bidder requests to modify this clause as follows: "LO = Minimum rates of Wages published by the Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India or Labour Commissioner of State, whichever higher, for the month of the Base Date. LI = Minimum rates of Wages published by the Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India or Labour Commissioner of State, whichever higher, for the month to which the IPC relates." The Bidder understands that selected bidder shall be compensated at actual in terms of both time and related costs in case of such eventuality hampering the scheduled project completion date or any extension thereof. Please confirm.	As per RFP.
114	Clause 19.17.3	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.	The Bidder requests to remove Clauses 21.2 (b) & (d) from the list of Non Political Events and instead make part of Indirect Political Events under Sub-Clause 21.3. Please confirm.	As per RFP.
115	Clause 21.2	(b) strikes or boycotts (other than those involving the Contractor, Sub-contractors or their respective employees/representatives, ...; (d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Contractor		As per RFP.
116	Clause 21.8.1	In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under Clause 23.5.....	The Bidder requests to compensate the selected bidder for losses due to idling/retention of resources on the Site during such period of Force Majeure causing Termination as Termination shall occur only upon the occurrence of such event for a period of 60 days or more within a continuous period of 120 days causing idling/retention of selected bidder's resources for such period. Please confirm the same.	As per RFP.
117	Clause 21.8.2	If Termination is on account of an Indirect Political Event, the Termination Payment shall include:		As per RFP.

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		(a) any sums due and payable under Clause 23.5; and (b) the reasonable cost, as determined by the Authority's Engineer,		
118	Clause 23.5.1	Within a period of 45 (forty-five) days after Termination under Clause 23.1, 23.2 or 23.3.... the valuation of unpaid Works (the "Valuation of Unpaid Works"); (a) value of the completed stage of the Works,; (b) reasonable value of the partially completed stages ... (c) value of Maintenance, if any, for completed months,		As per RFP.
119	Clause 21.8.3	If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 23.6.2		As per RFP.
120	Clause 23.6.2	Upon Termination on account of an Authority Default under Clause 23.2 or for Authority's convenience under Clause 23.3, the Authority shall: (a) return the Performance Security and Retention Money forthwith; (b) encash and appropriate the bank guarantee, ... (c) pay to the Contractor, by way of Termination Payment, an amount equal to: (i) Valuation of Unpaid Works; (ii) the reasonable cost, as determined (iii) the reasonable cost of temporary works, (iv) 10% (ten per cent) of the cost of the Works		As per RFP.
121	Clause 23.1.1	(c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-1, subject to any Time Extension, and continues to be in default for 45 (forty five) days; (d) the Project Completion Date does not occur within the period specified in Schedule-1 for the Scheduled Completion Date, or any extension thereof; (e) failure to complete the Punch List items within the periods stipulated therefor in Clause 12.2.1;	Bidder requests to modify this clause as follows: " (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-1, subject to any Time Extension, and continues to be in default for 45 (forty five) days for reasons solely attributable to the Contractor; (f) the Project Completion Date does not occur within the period specified in Schedule-1 for the Scheduled Completion Date, or any extension thereof, for reasons solely attributable to the Contractor; (g) to be deleted"	No change
122	Clause 23.2.1	In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default, The defaults referred to herein shall include: (a) the Authority commits a material default (b) the Authority has failed to make payment (c) the Authority has failed to provide, within a period; (d) the Authority repudiates this Agreement, or (e) the Authority's Engineer fails to issue the relevant	Bidder request the Authority to include the following provision : " (j) the Authority fails to provide, within a period of 365 (three hundred and sixty five days) from the Appointed Date, the Right of Way and other statutory clearances required for construction of the Project; "	As per RFP.
123	Clause 28.1	"Appointed Date" means that date which is later of the 30 th day of the date of this Agreement, the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7 and the date on which the Authority has provided the working front on no less than 90% (Ninety per cent) of the total length of Project Highway;	1. In case of any delay in declaring Appointed Date beyond 120 days from the date of submission of Bid, the Bid price shall be revised for escalation in prices to be paid upfront for the period between scheduled Appointed Date and actual Appointed Date along with the other compensation, if any, arising due to such delay. Notwithstanding the above, selected bidder shall be at liberty to terminate the Contract Agreement at any time beyond this period if Appointed Date is not declared so. In such case the selected bidder shall be compensated at actual in case of any losses suffered by it during this period. Please confirm. 2- Appointed Date shall not be declared on the onset of or during the monsoon season. Please confirm.	As per RFP.
124	General	Land acquisition.	Kindly provide the status of land acquisition.	As per RFP.
125	General	Utility shifting.	Kindly provide the status of utility shifting.	As per clause 9.2 of DCA.
126	General	Protected forest area / wild life sanctuary.	Kindly confirm whether the alignment of road is passing through protected forest	No forest clearance required.

		area/wild life sanctuary area. If yes, kindly provide the status of clearances for the same.	
127	General	Majority of alignment is greenfield.	It is difficult to identify exact ROW at site. Please provide Northing Easting coordinates at each 100 m interval for entire alignment, along with Google Earth drawing, showing the alignment overlap.
128	General	Design of bridge foundations.	Please provide scouring depths considered for foundation design for major bridge at chainage 16.100
129	Annex-III, Schedule A	Alignment Plans – Horizontal geometry	The horizontal radius at below given chainages is less than the desirable minimum radius of 400 m, specified in IRC: SP-84-2014. 1. Ch 17+850 (Radius 360 m). 2. Ch 21+400 (Radius 250 m) – 80 kmph 3. Ch 24+800 (Radius 360 m). 4. Ch 35+750 (Radius 380 m). Kindly confirm that the deviation is allowed considering the ROW constraints. Any improvement in alignment to provide desirable minimum radius of 400 m, will result in additional land acquisition.
130	Annex-III, Schedule A	Plan & profile drawings – Longitudinal gradient	Longitudinal gradient of 3% is proposed in plan & profile drawings at major bridge approach locations, which is more than the ruling gradient of 2.5% as per IRC: SP-84-2014. Kindly confirm that deviation is allowed and limiting gradient can be adopted.
131	Annex-III, Schedule A	Alignment Plans - Sight distance at Flyover locations	The provided P&P drawing satisfies the SSD sight distance criteria at proposed flyover locations. Kindly confirm that the SSD shall be maintained for the proposed flyovers.
132	Annex-III, Schedule A	Alignment Plans - Sight distance	Vertical profile in provided P&P drawings satisfies SSD criteria. As per IRC: SP-84-2014, ISD criteria should be followed except at site constraint locations. Kindly confirm whether deviation is allowed to adopt SSD criteria for vertical profile design.
133	Schedule-A		Bidder understands that 100% of ROW will be handed over as on Appointed date as per Sub-Clauses 4.1.3 and balance 10% within 90 days from Appointed Date as per Sub-Clause 8.2.
134	General	Broad Scope of Work- Subgrade stabilization over marshy land	Scope includes stabilization of subgrade over marshy land. Kindly provide details for quantity estimation: 1. Locations of Marshy land areas 2. Bore log/Geotechnical details at Marshy land areas. 3. Type of stabilization for subgrade
135	Annex-I (Schedule-B)		Broad Scope of work serial no -3 construction of 40 nos of Box culverts culverts has been given but as per clause 7.2.4 only 36 nos has been provided. Please clarify
136	Annex-I (Schedule-B)		The width of shoulder has specified as 2.0 m however type of shoulder has not specified. Please clarify what is type of pavement/ Earthen Shoulder
137	Annex-I (Schedule-B)	Broad Scope of Work- Built up areas	Kindly provide the list of built up locations for this project.
138	Annex-I (Schedule-B)	Road drainage - longitudinal drain	Clause 6 of Schedule B mentioned that unlined open trapezoidal drain should be provided for the complete project since the project is passing through rural and semi built up areas. Kindly confirm that unlined open drain should be provided for the entire project length.
139	Annex-I (Schedule-B)	Proposed ROW	Proposed ROW is mentioned as 60/90 in Schedule A & B. Kindly provide the chainage-wise ROW details.
140	Annex-I	Median width and kerb shyness	Median width and kerb shyness are mentioned as 4.5 m and 0.25 m respectively in
			Not available.
			No major bridge at this chainage.
			IRC:SP:84-2014 has to be referred. However, deviation is allowed for any land constraint. No change of scope will be given for such deviation.
			IRC:SP:84-2014 has to be referred. However, deviation is allowed for any land constraint. No change of scope will be given for such deviation.
			As per manual.
			IRC:SP:84-2014 has to be referred. However, deviation is allowed for any land constraint. No change of scope will be given for such deviation.
			IRC:SP:84-2014 has to be referred. However, deviation is allowed for any land constraint. No change of scope will be given for such deviation.
			Bidder has to collect the details after site investigation.
			36 new + 4 reconstruction = 40.
			See modified Schedule B.
			As per modified Schedule B.
			As per modified Schedule B.
			As per modified Schedule B.
			As per modified Schedule B.

	(Schedule-B)		Schedule B and the same are different from the IRC: SP-84-2014. Kindly confirm that deviation is allowed																																																					
141	Annex-1 (Schedule-B)	Service road width & typical cross sections	Clauses 1.2 and 2.8 of Schedule B, proposed service road width of 7m. However, TCS drawings show the paved width as 7 m and 5.5 m and earthen shoulder width as 1m for service roads. Kindly confirm that service road width to be followed for the project.	As per modified Schedule B.																																																				
142	Annex-1 (Schedule-B)	Table E1-Typical cross section	Type V is proposed for LHS widening for the length of 1110 m in Table E1 of Schedule B. However, In the TCS drawings Type V is proposed for Underpass approaches. Kindly modify the Table E1.	As per modified Schedule B.																																																				
143	Annex-1 (Schedule-B)	Paved shoulder width	Paved shoulder width of 1.5 m should be provided for the entire project highway irrespective of the built up and rural locations. Kindly confirm.	As per modified Schedule B.																																																				
144	Annex-1 (Schedule-B)	Major junctions	Details provided for Major junction at km 34.930 is as below: Side: BS (both side) Cross road type: 'T' Kindly modify the junction details given for km 34.930 (Jannaguri)	As per modified Schedule B.																																																				
145	Annex-1 (Schedule-B)	As per Cl. 2.9 & Cl. 7.5 of Sch. B, No Provision for grade separator in this project/NIL	Details of Flyovers shall be included in Cl. 2.9 & Cl. 7.5 of Schedule B	As per modified Schedule B.																																																				
146	Annex-1 (Schedule-B)	For Flyovers, Width of dual carriageway and cross-sectional features are mentioned as 8.50 m with 1.50 m wide footpath and crash barrier.	Kindly confirm the applicability of footpath over the Flyover, since TCS Type-V does not have footpath.	As per modified Schedule B.																																																				
147	Annex-1 (Schedule-B)	As per Cl. 7.1.5 of Schedule B, All New Bridges shall have provisions for utility services to be carried over	Kindly mention the types of utility services to be carried over the bridges. Also provide the loads and the position of the utilities over the deck.	If any utility is to be carried over the bridge, it may be ascertained at the time of construction. Load of the utility is of meager importance since it is negligible in comparison to live load and dead load to be considered for designing the bridge.																																																				
148	Annex-1 (Schedule-B)	<table border="1"> <thead> <tr> <th colspan="4">Discrepancies in structure Proposal</th> </tr> <tr> <th>Sr. No</th> <th>Chainage</th> <th>Structure</th> <th>Span/Structure arrangement As per RFP As per Schedule B</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>17+130</td> <td>Box Culvert</td> <td>1 x 2m Missing</td> </tr> <tr> <td>2</td> <td>17+245</td> <td>Pipe Culvert</td> <td>3 x 1.2m dia. Missing</td> </tr> <tr> <td>3</td> <td>17+860</td> <td>Flyover</td> <td>2 x 10m No details/ Missing</td> </tr> <tr> <td>4</td> <td>18+820</td> <td>Box Culvert</td> <td>1 x 3m 1.0m x 2.5m</td> </tr> <tr> <td>5</td> <td>19+410</td> <td>Box Culvert</td> <td>1 x 3m 1.0m x 2.5m</td> </tr> <tr> <td>6</td> <td>19+725</td> <td>Box Culvert</td> <td>1 x 3m 1.0m x 2.5m</td> </tr> <tr> <td>7</td> <td>26+745</td> <td>Major Bridge</td> <td>Total length 1767m 25 x 48m = 1200m</td> </tr> <tr> <td>8</td> <td>29+095</td> <td>Box Culvert</td> <td>1 x 2m Missing</td> </tr> <tr> <td>9</td> <td>31+395</td> <td>Box Culvert</td> <td>1 x 3m Missing</td> </tr> <tr> <td>10</td> <td>34+930</td> <td>Flyover</td> <td>2x10m in plan but missing in profile</td> </tr> <tr> <td>11</td> <td>34+935</td> <td>Box Culvert</td> <td>1 x 3m No details/ Missing</td> </tr> </tbody> </table>	Discrepancies in structure Proposal				Sr. No	Chainage	Structure	Span/Structure arrangement As per RFP As per Schedule B	1	17+130	Box Culvert	1 x 2m Missing	2	17+245	Pipe Culvert	3 x 1.2m dia. Missing	3	17+860	Flyover	2 x 10m No details/ Missing	4	18+820	Box Culvert	1 x 3m 1.0m x 2.5m	5	19+410	Box Culvert	1 x 3m 1.0m x 2.5m	6	19+725	Box Culvert	1 x 3m 1.0m x 2.5m	7	26+745	Major Bridge	Total length 1767m 25 x 48m = 1200m	8	29+095	Box Culvert	1 x 2m Missing	9	31+395	Box Culvert	1 x 3m Missing	10	34+930	Flyover	2x10m in plan but missing in profile	11	34+935	Box Culvert	1 x 3m No details/ Missing	Kindly clarify the scope.	As per modified Schedule B.
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149		It is mentioned that "Change of Scope: The length of Structures and bridges specified herein above shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13."	Major of project scope are major river bridges at chainage 26.100. The river at this location meanders with high horizontal shift. We request authority to modify clause 12 of schedule B as below. "Change of Scope: The length of Structures and bridges specified herein, except for major bridge at chainage 26.100, above shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13."	No change.																																																				
150	Annex-1 (Schedule-B)	Raising of Existing Road	Schedule B specifies raising of existing road continuously with variable average heights. Since the design of vertical profile has to be done by the contractor, kindly delete the table and provide the freedom to design the raising of existing road as per the HFL criteria and geometric design requirements as per Schedule D.	No change																																																				
151	Annex-1 (Schedule-B)	Compulsory Afforestation	Kindly provide the number of trees to be cut for the project highway and also confirm the ROW availability for plantation of trees.	As per RFP.																																																				

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152	2.5.2 Hydrological Parameters	Please confirm the data given in DPR, published alongwith tender can be considered as part of tender document. Also kindly provide the calculations for design discharge and HFL calculations.	The assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Bidder should, therefore, conduct its own investigation and analysis. Refer disclaimer.
153	Annex-I (Schedule-B)	<ul style="list-style-type: none"> ➤ Design Discharge – 10000 cumecs ➤ Recommended Waterway – 1200 m ➤ HFL – 73.76 m ➤ Scour Level – 44.76 m ➤ Founding Level – 32.76 m ➤ Top of Well Cap – 65.10 m ➤ Silt Factor – 0.77 	Span arrangement which is based on hydraulic model study cannot be changed.
154	General	Length of launching apron considered is 14 m as per model study.	As per codal provisions.
155	Annex-I (Schedule-B)	The length of Structures and bridges specified hereinabove shall be treated as an approximate assessment. Change of Scope expressly undertaken in accordance with the provisions of Article 13.	The Bidder understands that the scope defined in the schedules is correct and forms the base for arriving at the bid price. Hence, requests the Authority to delete such arbitrary provision.
156	Annex-I (Schedule-B)		As per RFP.
157	Annex-I (Schedule-B)	As per Clause 7.1.2 Flyover width 8.50 m with 1.50 m wide footpath and crash barrier for Structures	As per RFP.
158	Annex-I (Schedule-B)	As per Fig 7.8, IRC SP: 84 – 2014, one side road way width of Grade Separated Structure (Flyover, VUP, LVUP, CUP/ PUP) shall be 14.50 m (including 0.50 m crash barrier at median) . Therefore, width of carriageway shall be 14.00 m on one side. Please clarify	As per RFP.
159	General	As per Clause 7.1.2 Flyover width 8.50 m with 1.50 m wide footpath and crash barrier for Structures	As per RFP.
160	General	As per Fig 7.2A, IRC SP: 84 – 2014, one side road way width of Bridges at deck level shall be 12.50 m (8.50 +1.0m+1.5m+0.50m) Therefore, width of carriageway shall be 12.50 m on one side. Please clarify	As per RFP.
161	General	Please provide list of Built Up area along project road.	As per RFP.
162	General	For Jia Bharali river, the deck width is 14.0 m (refer drawing number JBB/101-refer following print shot) as per tender drawing, which is not as per SP84-2014. As per the DPR document the deck width for the same bridge is 25.2 m. As per our understanding the total deck width needs to be 26.0 m (inclusive of clear spacing of the decks in case of separated decks) based on our observation related to type IV cross section mentioned in schedule B. Please clarify.	As per RFP.
163	Schedule F	The section for main river bridge, there is proposal of single deck system in DPR (as print shot pasted in above sets), which is not in alignment of clause 7.1 of IRC: SP: 84-2014. Please clarify if we can go for single deck system. Please confirm	As per RFP.
163	General	The section of other minor and major bridges in tender drawings encompasses the width of median wall to be 3.0. Similar to As per the TCS type IV the sum of deck widths and median wall should be 26 m. So the width of median wall will be 1m in place of 3 m. Please confirm	As per RFP.
162	General	Bidder understands that the electricity charges shall not be included in the scope of the Contractor. Please confirm.	As per RFP.
163	Schedule F	Bidder requests the Authority to procure the environmental clearance required to be obtained before commencing extraction of minor minerals as it is in the better position to do so or else bidder shall be compensated in terms of both time and costs in case of delay in obtaining the same beyond reasonable time. Please confirm.	Contractor has to obtain these permits.

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		(h) Permission of Village Panchayats and State Government for borrow earth;																																																				
164	Schedule F	The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits: (a)..... To (f)..... "Project Milestone-1".....		Bidder understands that any delay and impediment on account of government instrumentalities/ authorities in procuring various permits and approvals shall entitle the Contractor for appropriate time extension and related costs, if any. Please confirm.	Contractor has to obtain these permits.																																																	
165	Schedule J	Project Milestone-1 shall occur on the date falling on the 180th (one hundred and Eighty) day from the Appointed Date (the "Project Milestone-1").....		Bidder requests to modify the clause as follows: "2.1 Project Milestone-1 shall occur on the date falling on the 250th (two hundred and fifteth) day from the Appointed Date (the "Project Milestone-1")....."	No change																																																	
166	Schedule M	Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.		Bidder requests to modify the clause as follows: "Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid subsequently provided the Contractor establish the compliance thereof within 30 days of such deduction with valid reasons for delay in compliance and agreed by the Authority's Engineer. The deductions shall continue to be made every month until compliance is done."	No change																																																	
167	Schedule N	The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be.....		1. The bidder understands that Authority's Engineer shall be the authorized person to issue Provisional/ Completion Certificate and shall issue the same as per the terms of this Agreement. Please confirm. 2. Further, bidder understands that any determination of time extension and/ or additional costs shall be carried out within reasonable time and shall not be delayed beyond 60 days from the date of Contractor's notice in this regard. Please confirm. 3. The Bidder understands that the Authority's Engineer shall forward all the correspondences exchanged between Authority's Engineer & Authority related to Project to the Contractor. Please confirm.	As per RFP.																																																	
168	Schedule N	6.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement. 6.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.			As per RFP.																																																	
169	Schedule-P	The insurance cover shall be not less than value of the contract price.		As per Standard Practice, the bidder requests the Authority to modify the clause as follows: "The insurance cover shall not be less than 1000000".	No change																																																	
170	Schedule-P - 4.	The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.		The bidder requests to modify the clause as follows: Please confirm. The insurance under paragraphs 1 to 3 except the resources mobilized by the Contractor shall be in the joint names of the Contractor and the Authority.	No change																																																	
171	Schedule H	<table border="1"> <thead> <tr> <th>Stage of Payment</th> <th>Percentage</th> <th>Payment Procedure</th> </tr> </thead> <tbody> <tr> <td>A-New 4-lane realignment/ bypass</td> <td>Weightage</td> <td></td> </tr> <tr> <td>1. Earthwork up to top of Sub-grade (Including Cleaning & Grubbing)</td> <td>25.106%</td> <td>Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5 (five) km</td> </tr> <tr> <td>2. Granular work (Sub-base and base)</td> <td>27.176%</td> <td rowspan="3">"Unit of measurement is linear length, payment of each stage shall be made on pro-rata basis on completion of a stage in full length or 1 (one) KM of 2-lane carriageway"</td> </tr> <tr> <td>3.Bituminous works</td> <td>0.000%</td> </tr> <tr> <td>DBM</td> <td>18.250%</td> </tr> <tr> <td>BC</td> <td>8.562%</td> <td></td> </tr> <tr> <td>B - New Culverts, Minor Bridges, Underpasses, Overpasses on existing road, Realignments and Bypasses</td> <td></td> <td></td> </tr> <tr> <td>1. Culverts</td> <td>13.801%</td> <td>Cost of each culvert</td> </tr> </tbody> </table>	Stage of Payment	Percentage	Payment Procedure	A-New 4-lane realignment/ bypass	Weightage		1. Earthwork up to top of Sub-grade (Including Cleaning & Grubbing)	25.106%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5 (five) km	2. Granular work (Sub-base and base)	27.176%	"Unit of measurement is linear length, payment of each stage shall be made on pro-rata basis on completion of a stage in full length or 1 (one) KM of 2-lane carriageway"	3.Bituminous works	0.000%	DBM	18.250%	BC	8.562%		B - New Culverts, Minor Bridges, Underpasses, Overpasses on existing road, Realignments and Bypasses			1. Culverts	13.801%	Cost of each culvert	<table border="1"> <thead> <tr> <th>Stage of Payment</th> <th>Percentage - Weightage</th> <th>Payment Procedure</th> </tr> </thead> <tbody> <tr> <td>A-New 4-lane realignment/ bypass</td> <td>Weightage</td> <td></td> </tr> <tr> <td>1. Earthwork up to top of Sub-grade (Including Cleaning & Grubbing)</td> <td>25.106%</td> <td rowspan="3">"Unit of measurement is linear length, payment of each stage shall be made on pro-rata basis on completion of a stage in full length or 1 (one) KM of 2-lane carriageway"</td> </tr> <tr> <td>2. Granular work (Sub-base and base)</td> <td>27.176%</td> </tr> <tr> <td>3.Bituminous works</td> <td>0.000%</td> </tr> <tr> <td>DBM</td> <td>18.250%</td> <td></td> </tr> <tr> <td>BC</td> <td>8.562%</td> <td></td> </tr> <tr> <td>B - New Culverts, Minor Bridges, Underpasses, Overpasses on existing road, Realignments and Bypasses</td> <td></td> <td></td> </tr> <tr> <td>1. Culverts</td> <td>13.801%</td> <td>Cost of each culvert shall be determined on pro rata basis with respect to the total</td> </tr> </tbody> </table>	Stage of Payment	Percentage - Weightage	Payment Procedure	A-New 4-lane realignment/ bypass	Weightage		1. Earthwork up to top of Sub-grade (Including Cleaning & Grubbing)	25.106%	"Unit of measurement is linear length, payment of each stage shall be made on pro-rata basis on completion of a stage in full length or 1 (one) KM of 2-lane carriageway"	2. Granular work (Sub-base and base)	27.176%	3.Bituminous works	0.000%	DBM	18.250%		BC	8.562%		B - New Culverts, Minor Bridges, Underpasses, Overpasses on existing road, Realignments and Bypasses			1. Culverts	13.801%	Cost of each culvert shall be determined on pro rata basis with respect to the total	As per modified Schedule H.
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		<p>shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of five culverts.</p> <p>Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of a minor bridge</p> <p>A) New Major bridges</p> <p>1. Foundation: On completion of the foundation work including foundation for wing and return walls</p> <p>2. Sub-structure: On completion of abutments, piers up to abutment/pier cap</p> <p>3. Super structure: On completion of the super structure in all respects including hand rails/crash barriers, wing walls, return walls, guide bunds, if any, test on completion etc., bridge complete in all respects</p>	<p>2. Minor Bridges</p> <p>A) New Major bridges</p> <p>1. Foundation: On completion of the foundation work including foundation for wing and return walls</p> <p>2. Sub-structure: On completion of abutments, piers up to abutment/pier cap</p> <p>3. Super structure: On completion of the super structure in all respects including hand rails/crash barriers, wing walls, return walls, guide bunds, if any, test on completion etc., bridge complete in all respects</p>	<p>7.105%</p> <p>46.16%</p> <p>5.41%</p> <p>48.43%</p>	<p>number of culverts. Payment shall be made on the completion of one culverts.</p> <p>Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Cost of each minor bridge (excluding finishing works) shall be determined on pro-rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion up to substructure and superstructure, the percentage being 60% and 40% of a minor bridge.</p> <p>No changes desired</p> <p>No changes desired</p> <p>Cost of each structure shall be determined on pro rata basis in respect to the total linear length (m) of all the structures. Payment shall be made on completion of each stage of a structure as per the weightage given in this table. Foundations shall be paid after completion of each pile cap. Superstructure shall be paid after completion of each pier and pier cap. Superstructure shall be paid in three stages, a) Casting of PSC segment/ I girder/Structural steel at casting yard/fabrication yard. b) Transportation of superstructure element to site and placement on bearings. c) Completion of superstructure including crash barrier and wearing course. Payment for superstructure will be measured and for each span completed. Further Payment of 48.43% of superstructure, shall be bifurcated as below: Super structure - Casting of PSC segment/ I girder at casting yard-30%. Super structure - Transportation of superstructure element to site and placement on bearings - 10%</p>
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<p>3. Super structure: On completion of the super structure in all respects including hand rails/crash barriers, wing walls, return walls, guide bunds, if any, test on completion etc., bridge complete in all respects</p>	<p>48.43%</p>	<p>walls etc. Payment shall be eligible on completion of an individual span. Payment shall be made on pro-rata basis completed span wise with respect to the total linear length (m) of the bridge</p>	<p>Super structure - Completion of superstructure including crash barrier and wearing course- 8.43%.</p>
<p>Other Works</p> <p>1. Service Roads</p>	<p>4.370%</p>	<p>Unit of measurement is linear length in km. Cost per km shall be determined on pro rata basis with respect to the total length of the service roads. Payment shall be made for completed service road in a length of not less than 20 (twenty) percent of the total length of service roads</p>	<p>No changes desired.</p>
<p>2. Road side Drains</p>	<p>2.601%</p>	<p>Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 % (ten per cent) of the total length.</p>	<p>No changes desired.</p>
<p>3. Road signs, markings, Km stones, safety devices</p>	<p>1.432%</p>	<p>Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 % (ten per cent) of the total length.</p>	<p>No changes desired.</p>
<p>4. Road side plantation 5. River training works</p>	<p>2.601% 91.068%</p>	<p>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 per cent) of the total length.</p>	<p>No changes desired.</p>
<p>6. Safety and Traffic management during construction</p>	<p>0.281%</p>	<p>Payment shall be made on pro rata basis every six months.</p>	<p>No changes desired.</p>
<p>7. Miscellaneous items (CC Shoulders, EIA, Subsoil Investigation, laying tiles, etc)</p>	<p>0.187%</p>	<p>Payment shall be made on pro rata basis on completed items.</p>	<p>No changes desired.</p>

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