

National High Speed Rail Corporation Limited

(A Joint Sector Company of Govt. of India and Participating State Government)

2nd Floor, Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-110077, India

Response to Bid Queries-1

Country: INDIA

Name of Work: Design and Construction of Civil and Building Works including Testing and Commissioning on Design Build Lump Sum Price Basis for Double Line High Speed Railway involving Viaducts, Bridges, Maintenance Depots, Tunnel, Stations (Vapi, Bilimora, Surat and Bharuch), and Surat Depot between Zaroli Village at Maharashtra-Gujarat Border (MAHSR Km. 156.600) and Vadodara (MAHSR Km. 393.700), excluding Works for 04 No. PSC Bridges and 06 No. Steel Truss Bridges, in the State of Gujarat and the Union Territory of Dadra and Nagar Haveli for the Project for Construction of Mumbai-Ahmedabad High Speed Rail (Package No. MAHSR - C-4).

Date: 07.05.2019

Loan Agreement No.: ID-P277 & ID-P279

IFB No.: Package No. MAHSR – C-4

Following are to be considered:

Item No.	Refer Para No.	Bidder Query	Response
1	Bidding Documents, Part 2, Section VI-4 (Drawings)	Provided drawings along with the Tender documents are of Scanned pdf format, which is not very clear and some drawings are not even readable.	New folder of clear pdf files of all the Drawings may be downloaded by the Bidders, who have purchased the Bid Document, through the link provided to the respective Bidders.
2	GC 4.10 (Site Data)	Permission to conduct Geotechnical Investigations and Survey work may be granted by NHSRCL	Bidders may carry out Geotechnical Investigations/ Survey work at site at locations agreed by NHSRCL after submitting the Indemnity Bond enclosed as Attachment-1

Place: New Delhi

Date: 07.05.2019

Sd/-

Sh. Achal Khare

Managing Director, NHSRCL



(ON LETTER HEAD OF THE COMPANY)

ATTACHMENT-1

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR SITE INVESTIGATIONS (the "Release")

In consideration of being permitted to enter and conduct site investigations at the site at the locations agreed by NHSRCL for the Project "Design and Construction of Civil and Building Works including Testing and Commissioning on Design-Build Lump Sum price basis for Double Line High Speed Railway involving Viaducts, Bridges, Maintenance Depots, Tunnel, Stations (Vapi, Bilimora, Surat and Bharuch) between Acchad at Maharashtra-Gujarat border (MAHSR Km. 156.600) and Vadodara (MAHSR Km. 393.700) [excluding Works for 03 nos. PSC Bridges (GAD nos. 9, 10 and 11) and 05 nos. Steel Truss Bridges (GAD nos. 12, 61, 14, 15 and 62)] in the State of Gujarat and Union Territory of Dadra and Nagar Haveli of the Mumbai-Ahmedabad High Speed Rail Project (Package No. MAHSR-C-4)" in Gujarat, by signing below the UNDERSIGNED HEREBY:

1. Acknowledges that the site investigations work of the project is potentially hazardous and involves certain risks, including the risks of serious bodily injury, death and property damage.
2. Assumes full and sole responsibility for bodily injury, death, or property damage arising out of or related to the visit to or tour of the Project, whether caused by the negligence of the Releasees or otherwise.
3. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE: (a) Company and its direct and indirect subcontractors; (b) NHSRCL i.e. the owner of the Project; and (c) the architect of the Project and all of its consultants, and any of the officers, directors, agents, employees, sureties, insurers, successors and assigns of those parties listed in (a), (b) or (c) ("Releasees"), from and for ANY AND ALL CLAIMS, LOSSES OR DAMAGES AND ANY CLAIM OR DEMANDS THEREFOR (including, without limitation, legal fees and disbursements) on account of bodily injury, death or property damage (including the loss of use therefrom) arising out of, arising from or in any manner related or connected to the visit to or tour of the project or the entry by the undersigned upon the project, whether caused by the negligence of the releasees or otherwise.
4. AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the UNDERSIGNED'S entry upon or use of the Project premises. Notwithstanding any provision or agreement to the contrary, UNDERSIGNED shall defend and indemnify the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the UNDERSIGNED'S entry upon or occupancy of the Project.
5. AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEES, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF GUJARAT and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This Release sets forth all agreements



and understandings of UNDERSIGNED with respect to the subject matter hereof.

6. AGREES TO ABIDE by Company's safety program, criteria and requirements at the Project and agrees to follow all safety instructions and directions provided by Company officials at the Project.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By: _____
[signature]

Name: _____
(Authorized Signatory)

Organization: _____

Date: _____

