

**Annexure - I**  
**Reply to Pre Bid Query**

**Construction of two-Lane with hard shoulders of Changtongya - Longleng Road on EPC basis from existing Km 16.592 to Km 29.530 [Design Km. 20+751 to Km. 35+461] (Design Length - 14+710 Km) in the state of Nagaland under SARDP-NE Phase A**

<b>S No</b>	<b>Clause No.</b>	<b>Existing Clause/ Description</b>	<b>Issues raised</b>	<b>NHIDCL's reply</b>
<b>Pre Bid Related to Schedules</b>				
1	Clause 2.1.2 of Schedule B	Alignment Plan & Profile	Original Ground Level (OGL) provided at one location on proposed centerline.  No ground profile has been provided at outer edge of proposed carriageway and proposed toe lines. Since it is a hill terrain for which the assessment of project scope may not be practicable due to non-availability of adjacent OGL of the alignment. Therefore, requested to provide the revised Plan & Profile incorporating the above points.	As per plan and profile
2	Schedule -B		In Schedule B page no 21 of pdf Clause 2.10 table Sr. No 12 & 13 chainage are overlapping. Kindly Clarify.	Refer revised Schedule
3	Clause 2.1.2 of Schedule B	Alignment Plan & Profile	Plan & Profile are missing from Ch 20+751 to Ch 24+237. Requested to avail the same.	As per the plan and profile
4	Clause 2.10 of Schedule B	Typical Cross Section Drawings	Typical cross section drawings are not readable. Requested to avail the drawings in readable condition.	As per the uploaded document and Schedule B

5	Schedule -H		Percentage Weightage in Column 4 is not correct for Widening and strengthening of existing road & other works. Kindly Review.	Refer revised Schedule
6	Schedule J (2,3,4 Project Milestone) and (5 Scheduled Completion Date)	5.1 The Scheduled Completion Date shall occur on the 720th (Seven hundred twenty) day from the Appointed Date.	As per RFP/NIT Completion Period is 36 Months but in Schedule -J (Project Milestone) Schedule Completion Period is 720 days from appointed date Kindly Clarify	Refer revised Schedule
<b>Pre Bid Related to DCA</b>				
1	RFP 1.1.1 Sub cl.14.1.(ii) of Article 14 Draft EPC Agreement	The selected Bidder <b>(the "Contractor")</b> shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract <b>(the "EPC Contract")</b> to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period.	Please clarify, what all comes under Scope of work of the contractor, does procuring electricity connection and paying bills for electricity during maintenance period will be borne by the Contractor or Authority will take the connection in their name at its own and pay the bills of the electricity during Maintenance Period directly to Electricity Department.	As per article 4.7 of the Revised DCA
2	Cl. 8.4 of Draft EPC Agreement <b>Site to be free from Encumbrances</b>	Subject to the provisions of Clause 8.2, the Site shall be Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the	The site to be provided by the authority before the Appointed date should be free from all Encumbrances <b>as well as free from all hindrances.</b> In this clause only Encumbrance free site is	As per revised DCA

		<p>Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority because of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.</p>	<p>mentioned where as to start the work the site should be free from all Hindrances as well. Accordingly the clause should be amended.</p>	
3	Cl. 10.2.(v) Draft EPC Agreement	<p>10.2 (v) Any cost or delay in construction arising from review /approval by the Authority's Engineer shall be borne by the Contractor.</p>	<p>Request to remove such condition as consequences for delay caused by actions of one party cannot be imposed on other party.</p>	<p>As per revised DCA uploaded</p>
4	10.2(i) - Design and Drawings	<p>"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,</p>	<p>Bidder understands that such works pursuant to alternative design shall be valued as per Clause 13 [Change of Scope]. Please confirm.</p>	<p>As per revised DCA</p>

		the alternative design criteria for such section shall be provided for review of the Authority's Engineer."		
5	Article 14 (Maintenance) Clause 14.1 (i)	The Contractor shall maintain the Project Highway for a period of [5 (five) / 10 (ten)] years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the " <b>Maintenance Period</b> "). For the performance of its Maintenance obligations, the Contractor shall be paid:	Contractor shall maintain the Project Highway for period of (5 Years/10 Years). As it is flexible pavement as per 5.2 of Schedule-B Kindly Clarify the maintenance period in clause14.1 of Article-14.	As per revised DCA
6	Annexure VI to Appendix 1A To Calculate value of B	Financial Year are mentioned up to 2015-16	Kindly update the financial years	Refer revised RFP
<b>General Queries</b>				
1	General		Does the project road passes through any forest land?	No
2	General		Please provide us the Feasibility Report prepared for the project Road for reference purpose	DPR has been uploaded
3	General	Shifting of Utilities	a.) We presume that there shall be utilities such as water pipelines, gas pipelines etc. running along or crossing over the Project road. Request Authority to kindly clarify the status of shifting of such utilities. B.) We understand that the Authority shall be responsible for shifting of	As per Article 9 of the revised DCA

			such utilities and all cost shall be borne by the Authority.	
4	General	Forest Land & Clearance	Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance	Not required for the project
5	General	Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	Not required for the project
6	General	Status of Land Acquisition	<p>(i) Total land required for project (in Ha.)</p> <p>(ii) Land already in possession (EROW) (in Ha.)</p> <p>(iii) Total additional land to be acquired  a) Private land (in Ha.)  b) Govt land (in Ha.)  c) Forest (in Ha.)</p> <p>(iv) Notification under Section 3(A) Completed for (in Ha.)</p> <p>(v) Notification under Section 3(D) Completed for (in Ha.)</p> <p>(vi) Determination of Compensation amount under Section 3(G)</p> <p>(vii) Area of land for which Funds have been deposited with Competent Authority for Land Acquisition (CALA) by NHAI (in Ha.)</p> <p>(viii) Areas of land for which compensation has been disbursed by CALA (in Ha.)</p>	Please refer Annexure II of Schedule A
7		General	Pending Litigation Delay in execution of the project highways due to pending litigation , if any,	As per revised DCA and revised RFP

			shall be treated as Political Force Majeure event and contractor may kindly be compensated accordingly.	
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