

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
National Highways & Infrastructure Development Corporation Ltd.

Name of Work: Improvement and Widening to two lane with paved shoulder of Manu - Simlung section of NH-44A in the state of Tripura on Engineering, Procurement & Construction (EPC) mode - Package-I starting near Manu at km 0.000 and ending near Lalchera at km 16.290

Tender No.: NHIDCL/Tripura/NH-44A/Manu- Simlung/Pkg-I/2018

Reply to the Pre-bid Queries

Sr. No.	Clause No., Section	As stipulated in RFP documents	Queries of the bidders	NHIDCL's Reply
1	Clause 1 (iv) of Schedule-A	The alignment plans of the Project Highway are specified in Annex-III. In the case of sections where no modification in the existing alignment of the Project Highway is contemplated, the alignment plan has not been provided. Alignment plans have only been given for sections where the existing alignment is proposed to be upgraded. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the Road Profile as indicated in Annex-III based on site/design requirement.	We request you to kindly remove the Minimum FRL criteria. Since, the project is in hilly terrain, design freedom has to be given to EPC Contractor.	As per RFP.
2	Clause 1 (ii) of Schedule-B	Two-Lane with paved shoulder in Plain/Rolling Terrain in open Country area: - The Carriageway shall be 7.0 m. wide with 1.50 m. paved shoulder both side and 2.0 m earthen shoulder both side shall be provided.	The referred paragraph is Manual mentions that 4-laning has to be done in Built-up sections whereas in Schedule B there is no provision for 4-laning in Built up section. Kindly clarify.	As per Schedule-B
3	Clause 1 (ii) of Schedule-B	Two-Lane with paved shoulder in Plain/Rolling Terrain in open Country area: - The Carriageway shall be 7.0 m. wide with 1.50 m. paved shoulder both side and 2.0 m earthen shoulder both side shall be provided.	In Built up sections, width of carriageway is mentioned as (7+1.5x2+ 2x2). We presume that in this configuration, 1.5 m Paved shoulder mentioned in item (b) of Clause 2 (v) of Schedule B is covered in this width of 2m is the earthen shoulder portion which shall not be paved as given in Fig 2.2. Kindly confirm.	As per Manual
4	Clause 2 (ii) & (iii) of Schedule-B	(ii) Design speed The design speed shall be the minimum design speed of 80 km per hr for plain / rolling terrain (iii) Improvement of the existing road geometrics Refer to paragraph 2.1 (v) of the Manual	We observe that the minimum design speed is mentioned as 80 kmph and stretches where design speed is reduced due to constraints are not mentioned. In the Plan and Profile drawings there are many locations where Design Speed is restricted. Kindly provide the locations along with design speed to be followed where improvements to the existing road geometrics is not possible.	Kindly refer Plan & Profile as per RFP.
5	Clause 2 (b) of Schedule-C		Kindly mention length of metal beam crash barrier to be provided for the project stretch.	Refer modified Schedule-B (Corrigendum-I) already

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				uploaded on 09.01.2019
6	RFP 1.1.1 Sub cl.14.1.(ii) of Article 14 Draft EPC Agreement	The selected Bidder (the "Contractor") 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 (the "EPC Contract") 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.	To be borne by the Contractor
7	Cl. 8.4 of Draft EPC Agreement Site to be free from Encumbrances	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 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.	The site to be provided by the authority before the Appointed date should be free from all Encumbrances as well as free from all hindrances . In this clause only Encumbrance free site is mentioned where as to start the work the site should be free from all Hindrances as well. Accordingly the clause should be amended.	As per RFP
8	Cl. 10.2.(v) Draft EPC Agreement	10.2 (v) Any cost or delay in construction arising from review /approval by the Authority's Engineer shall be borne by the Contractor.	Request to remove such condition as consequences for delay caused by actions of one party cannot be imposed on other party.	As per RFP
9	10.2(i) - Design and Drawings	"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
10	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 " Maintenance Period "). 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.	The Maintenance period depends upon the type of pavement Contractor adopts i.e. 5 years for flexible pavement and 10 years for rigid pavement.
11	General		Does the project road passes through any forest land?	Yes
12	General		Please provide us the Feasibility Report prepared for the	DPR already provided

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			project Road for reference purpose	
13	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 such utilities and all cost shall be borne by the Authority.	As per Clause 9.2 of DCA
14	General	Forest Land & Clearance	Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance	Forest clearance required for 11.2 Ha and Forest Clearance is in progress
15	General	Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	No Wildlife clearance required
16	General	Status of Land Acquisition	(i) Total land required for project (in Ha.)	61.7487
			(ii) Land already in possession (EROW) (in Ha.)	41.5422
			(iii) Total additional land to be acquired	20.2065
			a) Private land (in Ha.)	a) 6.9611
			b) Govt land (in Ha.)	b) 2.045
			c) Forest (in Ha.)	c) 11.2
			(iv) Notification under Section 3(A) Completed for (in Ha.)	9.006
			(v) Notification under Section 3(D) Completed for (in Ha.)	In Progress
(vi) Determination of Compensation amount under Section 3(G)	-			
(vii) Area of land for which Funds have been deposited with Competent Authority for Land Acquisition (CALA) by NHIDCL (in Ha.)	Nil			
(viii) Areas of land for which compensation has been disbursed by CALA (in Ha.)	Nil			
17	General		Pending Litigation Delay in execution of the project highways due to panding litigation , if any, shall be treated as Political Force Majeure event amd contractor may kindly be compensated accodingly	Nil

Adil Singh
GM (T)
16.01.2019