

Reply to Pre-Bid Queries

PROJECT NAME: WIDENING AND UPGRADATION TO 2 LANE WITH PAVED SHOULDER CONFIGURATION AND GEOMETRIC IMPROVEMENTS FROM KM 8.000 TO KM 65.000 ON AIZAWL-TUIPANG SECTION OF NH-54 (PACKAGE-1) IN THE STATE OF MIZORAM WITH JICA LOAN ASSISTANCE.

Contract Package no. NHIDCL/ NH-54-Miz-2017-18-158 /Package-1

Tender Ref, No. : 2019_NHIDC_481671_1

S. No.	Clause No.	Existing Clause/ Description	Queries	Reply
1	RFP 1.1.1	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.	The Contractor shall bear all costs, if any, of procurement, installation, running and operation cost of all lighting, including cost of energy consumption specified in the RFP document including the manual (Please refer to Clause 12.4 of IRC:SP:73-2015).
	Sub cl.14.1.2 of Article 14			
	Draft EPC Agreement			
2	Cl. 8.4 of Draft EPC Agreement	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.	As per RFP.
	Site to be free from Encumbrances		Accordingly the clause should be amended.	
3	Cl. 10.2.5	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.
	Draft EPC Agreement			
4	10.2.1 - 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.
5	General	General	Does the project road passes through any forest land?	Yes.
			Requested to provide the Railway approved GAD of ROB/RUB	There is no Railway ROB/RUB.
			Requested to provide the Geotechnical Investigation Report & Hydrology Report	As per Amendment no. 1.
			Please provide us the Feasibility Report prepared for the project Road for reference purpose	DPR (combined for Civil Packages 1 & 2) is uploaded with Amendment no. 1.
6	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.	a) Estimates for Utility Shifting of Public Health Engineering Department (PHED) and Power & Electricity (P&E) have been approved. The details of estimates received from State Government are as per Amendment no. 1.

			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 RFP.
7		Forest Land & Clearance	Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance	Stage-1 clearance has been obtained from MoEF, final approval is awaited.
8		Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	No wild life area.
9	General	Status of Land Acquisition	(i) Total land required for project (in Ha.) (ii) Land already in possession (EROW) (in Ha.) (iii) Total additional land to be acquired a) Private land (in Ha.) b) Govt land (in Ha.) c) Forest (in Ha.) (iv) Notification under Section 3(A) Completed for (in Ha.) (v) Notification under Section 3(D) Completed for (in Ha.) (vi) Determination of Compensation amount under Section 3(G) (vii) Area of land for which Funds have been deposited with Competent Authority (viii) Areas of land for which compensation has been disbursed by	90% of working front shall be provided at the time of Appointed Date and remaining 10% shall be provided within 90 days of the Appointed Date as per Annex-II of Schedule A.
10	General	General	Pending Litigation Delay in execution of the project highways due to panding litigation , if any, shall be treated as Political Force Majeure event and contractor may kindly be compensated accordingly .	NIL As per RFP.
11	Schedule B (Clause 2.11)	Typical cross-sections of the Project Highway	Please provide the applicable Chainages for given Cross sections.	As per Amendment no. 1. These drawings are for reference purpose only. Bidders are requested to carry out site survey and prepare drawing based on suitability of location.
12	Schedule B (Clause 2.11)	Typical cross-sections of the Project Highway	Please provide TCS for Built up Location as mentioned in CI 1.2.1 of schedule B,	
13	Plan and Profile		Please provide Toe ground Levels of proposed carriageway.	As per Amendment no. 1. These drawings and topographic data provided to the bidders are for reference purpose. However, actual topographic plan shall be performed by the Contractor in the first instance for the Detailed Design.
14	Drawings		Please Provide the Drawing for View Point	Bidders are requested to finalize suitability of location and site requirement in consultation with the Authority's Engineer/ Authority and prepare drawing at their own as per schedule C of RFP.