

Improvement/Widening to 2 Laning of Stretch from Khongsang to Tamenglong of NH-137 in the State of Manipur on EPC Mode under SARDP-NE.

Reply to Pre Bid Queries

S. No.	Clause of RFP/DCA	As per RFP/DCA	Bidder's Query	Reply
1.	Cl 1.1.1 of RFP	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 bills of the electricity during maintenance period directly to electricity department.	As per RFP.
2.	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 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 encumbrances 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 Annexure-II of Schedule-A of DCA.

Improvement/Widening to 2 Laning of Stretch from Khongsang to Tamenglong of NH-137 in the State of Manipur on EPC Mode under SARDP-NE.

S. No.	Clause of RFP/DCA	Description	Query	Reply
3.	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 cause by actions of one party cannot be imposed on other party.	As per DCA.
4.	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 and approval 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 DCA.
5.	Article 14 (Maintenance e) 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:	The Contractor shall maintain the Project Highway for a period of [5years/10years]. As it is flexible pavement as per 5.2 of Schedule-B Kindly clarify the maintenance period in clause 14.1 of Article-14	As per Article-14 of DCA.
6.	General		Does the project road passes through any forest land?	Yes
7.	General		Please [provide us the Feasibility Report prepared for the project road for reference purpose.	DPR has been uploaded on NHIDCL's website for reference.
8.	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 Article 9 of DCA.

12/11/19

Improvement/Widening to 2 Laning of Stretch from Khongsang to Tamenglong of NH-137 in the State of Manipur on EPC Mode under SARDP-NE.

S. No.	Clause of RFP/DCA	Description	Query	Reply
9.	General	Forest Land & Clearance	Request the Authority to kindly provide details of Forest Land to be diverted and status of Forest Clearance.	Forest Clearances and working permission has been obtained by NHIDCL.
10.	General	Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	Wildlife Clearance not required.
11.	General	Status of Land Acquisition	(i) Total land required for project (in Ha.)	Land shall be made available as proposed in Annexure-II of Schedule-A of DCA.
			(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 for Land Acquisition (CALA) by NHIDCL (in HA.)	
			(viii) Areas of land for which compensation has been disbursed by CALA (1 Ha.)	
12.	General		Pending Litigation Delay in execution of the project highways due to pending litigation, if any shall be treated as Political Force Majeure event and contractor may kindly be compensated accordingly.	There is no pending litigation as on date.
13.	Schedule J		Project Milestone 1, 2 & 3 time period is missing only % of work done is mention.	Refer Corrigendum-III.

17/11/19