

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

Sub: Rehabilitation and Up-gradation of Dergaon Town to 4 laning from km. 426.800 to km 437.400 on NH-37 in the state of Assam on Engineering, Procurement & Construction (EPC) Mode.

Tender No.: NHIDCL/Assam/NH-37/Dergaon Town/2019/Tender

Reply for the queries raised during Pre-Bid meeting

Rehabilitation and Up-gradation of Dergaon Town to 4 laning from km. 426.800 to km 437.400 on NH-37 in the state of Assam on Engineering, Procurement & Construction (EPC) Mode				
Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1	2.11.1 (f), 2.11.2 (d), RFP, Section-2 Instructions to Bidders Page 28,	BID Securing Declaration in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);	Bidder understands that the bid securing declaration in the format at Appendix-II has to be submitted by the bidder itself and not from a Scheduled Bank. Please confirm.	yes
2	2.20.1, Section-2 Instructions to Bidders, RFP Page 32	The Bidder shall furnish as part of its BID, a BID Securing Declaration referred to in Clause 1.2.4 hereinabove in the form of a bank guarantee issued by Nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore	Bidder understands that the bid securing declaration has to be submitted by the bidder itself and not from a Scheduled Bank. Please confirm.	yes
3	19 (ii), Payments- Contract Price, DCA Page 91	The Contract Price includes all duties, taxes, royalty, Cess, charges, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement	Please clarify Estimated Project Cost given 130.34 Cr is inclusive of GST and royalty or not. Also please clarify whether bidder has to quote price including GST or excluding GST.	1. See Corrigendum No. -1 2. Bidder has to quote excluding GST.

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4	Payments- Advance Payment, 19 (i), DCA Page 91	The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate + 3%", equal to 10 % (ten percent) of the Contract Price, exclusively for mobilisation expenses. The Advance Payment for mobilisation expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier.	Bidder requests to make an interest free Advance Payment to facilitate the Contractor. Please confirm.	As per RFP documents
5	19 (ii), Payments- Advance Payment, DCA Page 91	In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee	As the equipments will be procured solely for the project, hence bidder request that advance payment for the purpose of procurement of equipments should be interest free. Please confirm.	As per RFP documents
6	1, Site, Schedule A Page 2	The Site of the [4-Lane at-grade road] Project comprises the section of NH-37 commencing from design ch.km 426+800(existing Ch. km 426+800 of NH 37) to km 437+800 (existing Ch. km 437+800 of NH 37) i.e. Dergaon town section in the State of Assam. Design Chainage (km) 426+800 to 437+400	As there is difference between these statements for the end design chainage i.e km 437+800 or Km 437+400 please clarify the same. Also as per existing site condition the start Ch is 427.400 & End Ch.438.720 i.e Total - 11.32 km Bidder understand that any change in design length shall be treated as COS. Please confirm.	See Corrigendum-2

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7	General, DPR	Final Detailed Project Report	Request you to please upload the full Feasibility / Detailed Project Report for reference	DPR has been uploaded
8	General, GAD	General arrangement drawings for structure works & misc works	Request you to please provide us GAD drawing for structure work and misc items	-Do-
9	General, Geo-Technical Investigation report	Nil	Detailed Geo-Technical Investigation report for both highway and structure portion is not provided. Request you to provide the same.	As per RFP documents
10	General , Plan & Profile	Ground levels and FRLs only at centre portion have been given.	Ground levels and FRLs only at centre portion have been given. Levels at surrounding area (10m on right and left side) are required for realistic calculation of earthwork.	Please refer drawings. Additional details shall be collected from site by the contractor.
11	General, Plan & Profile- Service Road	Nil	Please provide plan and profile drawings for Service road.	Contractor shall design the service road based on typical cross section and existing ground level.
12	Annex-II (Schedule A), Dates for providing Right of Way of Construction Zone	(i) Full Right of Way (full width) Chainage : From 426+80 to 437+400 Length : 10+600 Width : 45 m Date of providing Right of Way: At appointed date	Please provide as on date Status of Land Acquisition (3A, 3D, 3G, 3H).	3(a) completed 3(A) in progress
13	2 (f), Description of Project Facilities Schedule C Page 2,	(f) Truck lay-byes; NIL	As per Schedule C there are no truck lay byes in our project but as per plan & profile it is showing two truck lay byes @ Ch 427+550 & 434+700 approximately. Request you to please clarify the correct scope of work.	See Corrigendum No. -2

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14	9 (ii), Shifting of obstructing utilities, DCA Page 49	The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. The scope of work of such shifting of Utilities shall be as indicated in Schedule-B-1. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Authority.	Request you to add a clause for Damage to be paid by the Authority and time extension for delay on account of the Authority / Entity owning the Utility. Please confirm.	As per RFP documents
15	10, Design and Drawings, DCA Page No 55	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. Please confirm.	As per RFP documents
16	13, Restrictions on Change of Scope, DCA Page No 74	Change of Scope Orders shall not exceed 10% (ten per cent) of the Contract Price	Request you to modify this clause as: The total value of all Change of Scope Orders shall be paid at actual. Please confirm.	As per RFP documents
17	13, Traffic Signage Plan, Schedule B	Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed. The contractor shall, however, Improve/upgrade upon the traffic signage plan as indicated in Annex-III based on site/design requirement as per the relevant specifications/ IRC Codes/ Manual.	As no drawings attached, request you to upload the traffic signage plan	As per RFP documents

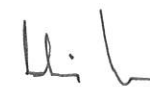
18	15, TCS 1 Description, Schedule B	Typical Cross Section of 4-Lane Divided Carriageway with 0.5m Wide Median Crash Barrier and with 7.5m Service Road (including Kerb Shyness) on Both Sides in Built-Up Area	As there is a difference between the two statements, please confirm which has to be followed by bidder.	As per TCS
19	TCS Drawings, TCS 1 Description	Typical Cross Section of 4-Lane Divided Carriageway with 0.5m Wide Median Crash Barrier and with 6 m Service Road (including Kerb Shyness) on Both Sides in Built-Up Area		
20	Shifting of obstructing utilities, DCA Page no 49	<p>The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. The scope of work of such shifting of Utilities shall be as indicated in Schedule-B-1. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Authority. The work of shifting of Utilities can be taken up by the Contractor any time after signing of the Agreement</p>	<p>Request you to include the following clauses in agreement.</p> <ul style="list-style-type: none"> a. Approvals/In-principle approvals should be made available on the date of signing of the LOI. b. Estimates should be prepared on Current SOR c. Contractor shall start the shifting of the work after getting 90% of the land. Please confirm. 	As per RFP documents

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21	2, Street Lighting, Schedule C Page no 2	Lighting shall be provided at the following locations: i. Lighting shall be provided at flyover, built up areas, bus stops, and as per manual recommended in Schedule D.	Request you to provide specifications for the same.	As per RFP documents
22	5, Reconstruction of stretches, Schedule B Page no 18	The following stretches of the existing road shall be reconstructed. These shall be designed as new pavement. Stretch From km to km 426+800 to 437+400	Request you to modify the statement as all stretch is not in reconstruction as there is widening and overlay on existing pavement as per TCS drawings.	As per RFP documents
23	19, Recovery of mobilization advance , DCA Page no 93	Deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (eighty percent) of the Schedule Construction Period is over	Request you to modify clause as follows a. Contractor's mobilization advance should be recovered after completion of 20% of the Financial Progress and shall be completely repaid prior to the time when 80% of the Financial Progress achieved .	As per RFP documents
24	3, Obligations of the Authority, DCA Page no 22	No less than 90% (ninety per cent) of the required Right of Way of the Construction Zone of total length of the Project Highway within a period of 30 (thirty) days from the date of this Agreement, which shall be in contiguous stretches of length not less than 5 (five) kilo-meter	As difference between two statements please confirm which has to be followed by bidder. Also request you to provide minimum 90% of land at time of LOI.	As per RFP documents
25	Annex-II, Dates for providing ROW, Schedule A Page no 12	Dates for providing Right of Way of Construction Zone : Full Right of way of Width 45 m at appointed date		
26	RFP, Section-1, clause 1.2.4	1.2.1 A Bidder is required to submit, along with its BID, a BID Securing Declaration. The Bidder shall also submit Demand Draft of Rs. 2000/- issued from a schedule Bank in India in favour of Managing Director, National Highway and Infrastructure Development Corp. Ltd. payable at New Delhi.	kindly clarify with regards to the said Demand Draft	See Corrigendum No.- 2

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27	RFP, Section-2, Clause 2.1.15	The bidder including individual or any of its JV member, who are either having 2 (two) on-going EPC project(s) or on-going project(s) worth of Rs 500 Cr. (Awarded cost), whichever is more, as on date of bid submission, shall not be eligible to bid for this project.	1. Does the 2 no. of EPC ongoing projects have to be worth Rs. 500 Crore? 2. In case of ongoing works, to calculate the value of Rs. 500 crore, the awarded cost or the remaining value of ongoing works will be considered?	Either two projects of any cost or a project of more than 500 Crore in NHIDCL.
28	RFP, Section-2, Clause 2.14.1.1	It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC)(in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of MoRT&H/ NHAI/NHIDCL/BRO/State PWD.	Can the director of the firm who posses the DSC registered in his name can delegate another official of the firm to sign the bid document through Appendix-III	DSC of the person authorized to sign the bid should be used for uploading the bid
29	Schedule-A	Existing ROW in Dergaon city portion from km 429/300 to 432/400 is given 13.8 m to 32.86 m	During our survey work it is found that the Row is approximately 18 m to 20 m	Existing ROW is 13.8m to 32.86m as per revenue records.
30	Schedule-B, Annex-I, Serial No. 07	In design of the structure table Sr. No. 10 design Ch. (km) 429+520 RCC Box culvert overall width is given 27 m	In city portion it should be 37.5 m because it comes under TCS-1	At (km) 429+520 RCC Box culvert overall width will be 37.5 m
31	Schedule-B	In Annex-I, serial No. -2, types of shoulders (a) footpath of 3.75 m width	kindly provide specification of footpath of 3.75 m width	As per RFP documents
32	Schedule-H	In schedule-H under other works (iv) project facilities, the weightage of the electric work is NIL	But in Schedule - H, Table 1.3.4 the weightage of electric works is given as 7.25%- Kindly clarify	See Corrigendum No. -2
33	Schedule-H	Under table 1.3.1 payment procedure of stage payment of A- widening and strenghting of existing road the unit of measurement is linear length	We have a suggestion of the following formula for linear length measurement; (LHS Carriageway length + RHS Carriageway length)/2= four lane linear length	As per RFP documents



(Adil Singh)

General Manger (Tech.)

NHIDCL