

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-III starting near Kanchanpur at km 46.597 and ending near Vaghmun at km 66.845.

Tender No.: NHIDCL/Tripura/NH-44A/Manu- Simlung/Pkg-III/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	Annex-II (Schedule-A)		It is mentioned that the existing road land is already available however ROW will be provided before appointed date. As this project involves realignment in most of the stretches and require minimum 60 m PROW in complete realignment portions. Hence request you to provide the PROW width	As per RFP.
2	Clause 12.2 of Schedule B	Special requirements for hill roads	The length of Retaining wall mentioned 1.2 km only. This length may not be sufficient as most of the stretches in the road is eroded and alignment is passing through deep valley. It requires more length of retaining wall. Please modify.	Refer modified Schedule B (Corrigendum-) already uploaded on 09.01.2019.
3	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.
4	Clause 10 of Schedule A	Culverts	The chainages mentioned for the existing Hume Pipe, Slab/ Arch/ Box culverts is beyond the project stretch. The chainage is not matching with both existing & Proposed chainage. Kindly provide the list of culverts with actual chainage.	Location given is as per existing chainage.
5	Clause 15 of Schedule A	Minor Junctions	The chainages mentioned for the existing Minor Junctions is beyond the project stretch. The chainage is not matching with both existing & Proposed chainage. Kindly provide the list of Minor Junctions with actual chainage.	Location given is as per existing chainage.

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6	Clause 1.2 of Schedule B	Width of Carriageway	Clause 1.2(a) states that "Two-Lane with paved shoulder in Plain/Rolling Terrain in open Country area", where as the table provided for an unnamed built up stretch with a length of 0.923 km. We assume that this is for built up stretch and the side heading to be read as "Two-lane with paved shoulder in Plain/rolling terrain in Built-up area". Kindly confirm.	Refer modified Schedule B (Corrigendum-I) already uploaded on 09.01.2019.
7	Clause 2 (ii) & (iii) of Schedule-B	(ii) Design speed The design speed shall be the minimum design speed of 80-100 km per hr for plain/ rolling terrain and 40-65 km per hr for hilly terrain. (iii) Improvement of the existing road geometrics As per table.	We observe that the minimum design speed is mentioned as 80-100 kmph for plain/ rolling and 40-65 for hilly terrain. Stretches where restriction in design speed has been adopted is not mentioned. Kindly provide the locations along with design speed to be followed where improvements to the existing road geometrics is not possible. Kindly mention length of metal beam crash barrier to be provided for the project stretch.	Refer modified Schedule B (Corrigendum-I) already uploaded on 09.01.2019.
8	Schedule-C			Refer modified Schedule B (Corrigendum-I) already uploaded on 09.01.2019.
9	P&P Drawings		Depth of Cut/ Height of fill- Actual depth of cut is varying from the plan & profile drawings to site conditions. Kindly provide the revised P&P drawings with actual levels showing correct depth of cut and height of fill.	As per Plan & Profile. However, Bidder has to submit bid after site verification.
10			As most of the portions require retaining walls and slope stabilisation, the EPC cost provided in the RFP documents may not be sufficient. Request you to increase the TPC considering the above.	This being competitive bidding, bidder has to submit bid after site verification.
11	Schedule-B		TCS shows pavement composition in Schedule B as per IRC: 37-2012 CBR 10% and 30 MSA. Since, IRC: 37-2012 is no more applicable, this section may not hold also in the light of VG 40 requirement. Prebid should clarify it.	As per RFP
12	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
13	Cl. 8.4 of Draft EPC Agreement Site to be free	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	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	As per RFP

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	from Encumbrances	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.	from all Hindrances as well. Accordingly the clause should be amended.	
14	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
15	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
16	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 clause 14.1 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.
17	General		Does the project road passes through any forest land?	Yes
18	General		Please provide us the Feasibility Report prepared for the project Road for reference purpose	DPR already provided with the bid document.
19	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
20	General	Forest Land & Clearance	Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance	53.98 ha forest land to be diverted. Forest clearance is in process.
21	General	Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	No Wildlife clearance required
22	General	Status of Land Acquisition	(i) Total land required for project (in Ha.) (ii) Land already in possession (EROW) (in Ha.)	73.629 5.62

11/1

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			<p>(iii) Total additional land to be acquired</p> <p>a) Private land (in Ha.)</p> <p>b) Govt land (in Ha.)</p> <p>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 NHIDCL (in Ha.)</p> <p>(viii) Areas of land for which compensation has been disbursed by CALA (in Ha.)</p> <p>Pending Litigation</p> <p>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 accordingly</p>	<p>68.00154</p> <p>a) 10.3475</p> <p>b) 3.6745</p> <p>c) 53.97954</p> <p>14.022</p> <p>In Progress</p> <p>-</p> <p>Nil</p> <p>Nil</p> <p>Nil</p>
23	General			
24	Schedule B	Compulsory Afforestation Total of 1440 Nos. of trees affecting the proposed ROW have already been cut by the previous Contractor. Refer to Clause 11 of the Manual. 1:3 times new trees to be planted by the Contractor as compulsory afforestation.	As it is mentioned that trees already cut by previous contractor, we assume that we don't have to cut trees anymore. Please confirm	Refer modified Schedule B (Corrigendum-I) already uploaded on 09.01.2019.
25			Please provide cross section drawings in AutoCad format	Not available


 Adil Singh
 GM (T)
 16.01.2019