

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Ar. Pr./P-J (PKG-I)/2023/3375

Date: 10.11.2023

Reply to Pre-Bid Queries

Name of work: Construction of Intermediate Lane of Pango to Jorging Road from Design Km 0+000 to Design Km 40+000 (Design Length: 40.00 Km, Pkg-I, Greenfield Alignment) in the State of Arunachal Pradesh on EPC mode.

Tender ID: 2023_NHIDC_775869_1

Sl. No.	Clause No.	Query	Reply
1	Annex-II Schedule A	Authority is requested to provide present status of land acquisition.	90% RoW shall be made available on appointed date, as per DCA of RFP.
2	Annex-III Schedule A	As per tender document, the project is under EPC mode and project design is Contractor's responsibility. So, minimum FRLs clause is inappropriate for the Contractor and will create ambiguity and restriction during design of profile. Contractor should be given the flexibility to design the profile according to the requirement of site feasibility / technical specifications and manual. Therefore, Authority is requested to kindly amend/delete the minimum FRL. clause accordingly.	As per Annexure-III of Schedule -A.
3	Annex-III Schedule A	Authority is requested to kindly provide Traffic Signage plan for better understanding the project.	As per Schedule-C.
4	Clause 3	Authority is requested to kindly provide	Drawings uploaded with

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	Schedule B	layout plan of intersection and grade separators for better understanding the project.	RFP on CPP portal for reference purpose only.
5	Clause 5.ii Schedule B	Since project is Engineering, Procurement and Construction (EPC) design is Contractor's responsibility, Can Contractor given the liberty to revised/ altered the pavement type from flexible pavement to other types of pavements considering the given design traffic and according to the site feasibility / specifications and manual to submit the competitive bidding? Please clarify.	As per Schedule-B.
6	Clause 6.i Schedule B	Authority is requested to kindly provide chainage wise details for stone masonry and catch water drain for better understanding the project.	As per TCS attached in Schedule-B.
7	Clause 7.ii.d Schedule B	Authority is requested to kindly provide General Arrangement drawing of additional new culverts for better understanding the project.	Drawings uploaded with RFP on CPP portal for reference purpose only.
8	Clause 7.iii.b Schedule B	Authority is requested to kindly provide General Arrangement drawing of additional bridges for better understanding the project.	Drawings uploaded with RFP on CPP portal for reference purpose only.
9	Clause - 6.1 (iii), Disclaimer	The bidder understands that it only acknowledges and accepts the risk of inadequacy, mistake or error in or relating to any matter set forth in Clause 6.1 (i), which is limited to the Scope defined in Schedule - B. Anything beyond,	As per DCA of RFP.

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		that is specified in Schedule B shall be considered as additional work and dealt under Change of Scope under Article 13.	
10	Clause - 8.2 (ii) Procurement of the Site	During preparation of memorandum by Authority representative and AE, if any dispute on hindered / encumbered ROW is raised by Contractor, how the concern of the Contractor will be addressed as the said provision is against the spirit of the Contract and good industry practice.	As per DCA of RFP.
11	Clause - 9.2, Shifting of obstructing utilities	The Bidder understands that in the event of any delay in approval for Shifting of Utilities or the estimates by the Authority, the Contractor shall not be responsible for such failure and Extension of Time shall be granted for such failure of the Authority.	As per DCA of RFP.
12	Clause 12.2, Completion Certificate	It invariably happens that some part of Project remains incomplete for reasons not attributable to the Contractor. In such cases, it is understood by the Bidder that if land / ROW, as stipulated in the Agreement, is not made available to the Contractor, such works should be removed from the Scope of the Contractor and will have no impact on the issuance of Completion Certificate.	As per DCA of RFP.
13	Clause- 13.2(ii) Procedure for Change of Scope	The bidder understands that in the cases that arise due to other factors such as encountering new utilities, ancillary works, public demands etc. during course of execution of Project beyond 90 days of Appointed Date, the Change of Scope request shall be accepted by the	As per DCA of RFP.

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		Authority and dealt under Article 13 only. Further, it is requested to kindly clarify the applicability of NHAI Policy Circular no.8.3.41/2021 dated 24 th Aug.'2021.	
14	Clause 13.2 (iv) - Procedure for Change of Scope	The Bidder understands that for working out Change of Scope cost estimates, the SOR of current year should be adopted or SOR rate be escalated based on WPI. Please confirm.	As per DCA of RFP
15	13.2 (v) Change of Scope order	Kindly clarify the timelines on issuance of Change of Scope Order by Authority from the date of Change of Scope Notice.	As per DCA of RFP.
16	Clause 14.1, - Maintenance	It is understood that during Maintenance period, Authority is responsible for providing and bearing Electrical charges, whatsoever, for the project facilities.	As per DCA of RFP.
17	Clause 14.1, - Maintenance obligations of the Contractor	Kindly clarify the major maintenance obligations, during the Maintenance Period, of the Contractor.	As per DCA of RFP.
18	Clause 19.17, - Change in law	If the Authority, within 15 days from the date of receipt of the notice from the Contractor, does not determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law then what remedy the Contractor will have and how the concern of the Contractor will be addressed with	As per DCA of RFP.

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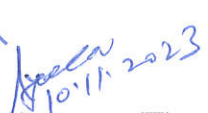
Sl. No.	Clause No.	Query	Reply
		respect to the determination of Change in Law.	
19	Clause 20.1 Insurance for Works and Maintenance	The bidder understands that in case of extension of Schedule Completion Date for the reasons attributable to the Authority, the additional cost towards the Insurance premium as per the said clause shall be paid separately to the Contractor.	As per DCA of RFP.
20	Schedule-K, Test on Completion, Sr. 2 (iv)	The Authority shall clarify the meaning of the other tests, the details need to be mentioned specifically about the types of other tests possible as there is minimum but no limit for maximum.	As per Schedule-K and DCA.
21	General	Kindly clarify the cut-off date upto which the published Circulars / IRC specification / gazette notification published by the Competent Authority / GOI / other relevant organisations such as IRC/ MORTH etc. shall be taken into consideration for preparation bid by the Bidder. Authority is also requested to provide the Chainage wise Land Acquisition status of Proposed ROW (PROW).	As per Annexure-II of Schedule-A.
22	General	Authority is requested to kindly provide the hydrology report of project stretch carried out during feasibility study for better evaluation of the project.	Being an EPC Contract, Contractor has to carry out hydrology investigation and prepare design and drawings after detailed study and survey of site. Bidders have to quote as

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			per their own survey.
23	General	Authority is requested to kindly provide Geotechnical investigation Report for better understanding of the project.	Being an EPC Contract, Contractor has to carry out geotechnical investigation and prepare design and drawings after detailed study and survey of site. Bidders have to quote as per their own survey.
24	General	Authority is requested to kindly provide KMZ file for better understanding of the project.	As per RFP
25	General	Authority are requested to please provide the Detail Project Reports.	As per RFP
26	EPC Document Schedule B	Request you to provide with the coordinates for throughout the stretch of Km 0.00 to Km 40.00.	Please refer drawings uploaded with RFP on CPP portal for reference purpose only. The bidder is advised to also contact field office of NHIDCL for confirmation/referencing of same to carry out their survey at site before bid.
27	RFP Document Appendix-II	Request you to consider the Bank Guarantee in place of E-BG. As issue of E-BG is not been provided by many Nationalised Banks.	Refer Clause 2.20 of RFP.
28	RFP Document	As per RFP documents the completion of project is 2.5 years only. Being a greenfield project in a hilly terrain and having 12 major bridges, the construction period is quite less, It is requested to	As per RFP.

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		revise the completion period of the project to 4 years.	
29	General	As it is a greenfield road project of 40 km length and to be completed in a time bound manner, it is requested that Department may be provide Belly bridges to facilitate the construction from multiple fronts.	As per DCA of RFP.


 General Manager (T)
 NHIDCL, HQ