

Reply for the queries

Name of Work: - Improvement & Widening to two laning with paved shoulder of Khayerpur-Amtali (Agartala) Section from Ch. 0.000 Km to 12.900 km of NH-08 in the State of Tripura on EPC basis

Tender ID - 2019_NHIDC_530806_1


Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1	RFP Clause 1.2.4	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	It is mentioned in clause No. 1.2.4 that "submit Demand Draft of Rs 2000/-. But no reason is specified for such D.D- Please clarify.	It is Rs 20,000/-. See modified RFP under Corrigendum-I
2	RFP Clause 2.11.1(n)	Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal on or before 1100 hrs IST on 10.02.2020	It is mentioned in clause 2.11.1 (n) that Appendix-IB (Letter comprising the Financial Bid) shall be submitted online, but in C.P.P Portal (eprocure.gov.in) there is no provision to upload Financial Bid (Appendix-IB) in PDF Format. Bidder can upload Financial Bid there in excel (.xls) format only-Please Clarify	Bidders have to upload financial quote on CPPP website only in excel (.xls) format of BoQ.
3	RFP Clause 2.11.1(f)	BID Security of Rs. **** in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well)	As per Clause 2.11.1 (f) A bidder is required to submit BID Security in the form of Bank Guarantee.	Bidders need not to submit any Bank Guarantee against Bid Security. However, bidders have to submit the Bid Securing Declaration undertaking. See Clause 1.2.4 of the modified RFP under Corrigendum-I
4			Plan and Profile has not been provided.	Improvement & widening of existing road is to be done. Hence no plan and profile is needed.

5			In built-up sections, pre polished vibratory interlocking paver block of thickness 150mm is to be provided. Please confirm the detail of paver block and grade of concrete.	As per MoRTH specification.
6	Schedule		In item no. 6 (Road Side Drainage), 11b (Breast wall), 11c (retaining wall), in some chainages, it is mentioned BHS, i. e both hand side, but in the corresponding length it is given the single length. For example in item (no. 6) of drains under serial (no. 1) the chainages length is 840 and the side mentioned BHS not (840X2=1680). But the total length is mentioned as 17203 which should be more considering BHS considering both side. Similarly it is there in Breast wall abd retaining wall length.	As per RFP. No change
7			Rain water Harvesting:- The Scope of work is not elaborated. Please elaborate the scope of work.	As per MoRTH Specification.
8	Schedule-H		In schedule-'H', there is no weightage to provide street lighting, Rain water harvesting.	Bidders may quote considering cost of these items.
9	2.2.2.6 (II)	2.2.2.6 (II) Maintenance works are not considered as eligible project for evaluation as per Instruction No.6 to Annex-IV. As such works with nomenclature like PR, OR, FDR,SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any	We have a composite border fencing infrastructure works project in which border fencing work, road works along the fencing, preparation of subgrade, concrete pavement, RCC Retaining Wall, RCC Cross Drain & heavy earthwork, small bridge, culverts, steel structure works, etc. are included in the project. Does this project satisfy the requirement of any of the categories for eligibility?	As per RFP.

		type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels/hospitals, etc, or not specified, shall not be considered		
10	RFP 1.1.1 Sub cl.14.1.2 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.	All the necessary requirements for execution of project shall be procured by the contractor on his own cost.
11	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	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. Accordingly the clause should be amended.	As per DCA.

		accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.		
12	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 DCA.
13	General		Plan and Profile are not Uploaded on E-tender Portal, Kindly provide the same	Improvement & widening of existing road is to be done. Hence no plan and profile is needed.
14	General		Does the project road passes through any forest land?	No
15	General		Requested to provide the Railway approved GAD of ROB/RUB	Not required.
16	General		Requested to provide the Geotechnical Investigation Report & Hydrology Report	Bidder has to do his own investigation and survey according to need.
17	General		Please provide us the Feasibility Report prepared for the project Road for reference purpose	See Addendum-I.
18	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.	The cost of shifting of Utilities shall be borne by the Authority.
19	General	Forest Land & Clearance	Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance	Not required.
20	General	Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	Not required.
21	General	Status of Land Acquisition	(i) Total land required for project (in Ha.)	Not required.
			(ii) Land already in possession (EROW) (in Ha.)	Not required.

			(iii) Total additional land to be acquired a) Private land (in Ha.) b) Govt land (in Ha.) c) Forest (in Ha.)	Not required.
			(iv) Notification under Section 3(A) Completed for (in Ha.)	Not required.
			(v) Notification under Section 3(D) Completed for (in Ha.)	Not required.
			(vi) Determination of Compensation amount under Section 3(G)	Not required.
			(vii) Area of land for which Funds have been deposited with Competent Authority for Land Acquisition (CALA) by NHIDCL (in Ha.)	Not required.
			(viii) Areas of land for which compensation has been disbursed by CALA (in Ha.)	Not required.
22	General		Pending Litigation 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 accodingly .	No pending Litigation.



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