

Pre-bid query reply

Name of work: “Construction of two-lane with hard shoulders of Chakabama-Zunheboto Road on EPC mode

- (i). from existing Km. 0.000 to Km. 25.760 (Design Km. 0.000 to Km. 25.000) (Design Length - 25.00 Km).
- (ii). from existing Km 25.760 to Km. 52.370 (Design Km. 25.000 to Km. 50.000) (Design length - 25.00 Km).
- (iii). from existing Km 52.370 to Km 79.040 (Design Km. 50.000 to Km. 75.000) (Design length - 25.00 Km).
- (iv). from existing Km 79.040 to Km 100.345 (Design Km 75.000 to Km 95.000) (Design length - 20.00 Km).
- (v). from existing Km 100.345 to Km 122.250 (Design Km 95.000 to Km 115.534) (Design length - 20.00 Km) in the state of State of Nagaland under “SARDP-NE” - Reply to Pre - Bid queries - Reg.

Sr. No.	Clause no., section no.	Original Clause in the Tender	Clarification by the Bidder	NHIDCL Reply
1	Section-I Introduction Clause 1.2.4	A bidder is required to submit, along with its BID, a BID Security of Rs 1.64 Crore (Rupees One Crore Sixty Four Lakh Only) (the "BID Security"), "In such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date,	It is requested to reduce the amount of BID Security to Rs.0.82 Crores .	As per RFP
2.	Section-I Introduction Clause 1.3	Schedule of Bidding Process Bid Due Date-21/12/2017(11.00 Hrs)	The validity period is requested The Validity period is requested to be reduced to 150 days. Considering the topography of the area w.r.t. Remoteness and inaccessibility and the quantum of work it will take a considerable time to make detailed investigations regarding availability of Manpower and various sources of Material and availability of material in adequate quantity and then to arrive upon the Bid Cost which we want put to tender in our Financial Bid Envelope . In view of this it is requested to extend the Bid Due Date by 15 days more i.e. instead of 21/12/2017 kindly make it 06/01/2018 please.	The schedule Bid date is going to get postponed to 17.01.2018
3.	Draft Contract Agreement Article-7 Clause-7.1.1	Percentage of Performance Security to be remitted by the Contractor is 5% of the Contract Price.	It is requested to reduce this 5% to 1% of the Contract Price.	As per RFP
4.	DCA Article-7 Clause 7.5.1	From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the	It is hereby requested to modify the % in Clause as below:- From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 3% (three per cent) there of as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject of	As per RFP

		maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.	the condition that the maximum amount of Retention Money shall not exceed 2.5% (two and half per cent) of the Contract Price.	
5.	DCA Article-8 Clause 9.4	In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:	It is requested to modify this formula as follow:- For the avoidance of doubt, the Authority agree that the Damages specified hereunder and the Time Extension specified in Clause 10.5 shall be restricted only to failure of the Authority to provide the Right of Way as per Annex-II of Schedule-A, at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Annex-II of Schedule –A and until such encumbrance and encroachment free balance land is handed over to the Contractor. Ultimately due to both reasons of failure in handing over the land to the Contractor by the Authority as committed in Annex-II of Schedule-A and failure in achieving the mile stones according to Schedule-i are creating the same effect of Delay in e completion of work And hence it will be equitable if the formula for damages to be paid by the Authority and by the Contractor is requested to be the kept same.	As per RFP
6.	DCA Article-9 Clause 9.4	Felling of trees The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement	Sir, it is requested to modify this Clause as under:- The Authority shall obtain the applicable permit from the Concerned Govt. Instrumentalities for the felling of trees which are to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Authority, it shall be excused for failure to perform any of its obligations here under if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement.	As per RFP
7.	DCA Article-10 Clause 10.2.4 (c)	(c) within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with Particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to	It is requested to add in this clause that" The Contractor may, claim damages on a/c of such delay in approval of the drawings by the A.E. in his forthcoming IPC amounting to – (a) the estimated value of work or duties and responsibilities that the A.E. has failed to perform in accordance with this	As per RFP

		await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days;	Clause 10.2.4 (c) of Article-10 of this Agreement and the Contractor had notified the A.E. and the Authority.; and (b) the estimated rectification cost of the work done being not in accordance w.r.t. delayed approved drawing after making delay beyond 15 days as stipulations	
8.	DCA Article-10 Clause 10.3.2	<p>The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule- J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-1, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule –J and until such Project Milestone is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule- J has been amended as above; provided further that in the event the Works are completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3.2 shall be refunded by the Authority to the Contractor, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 10.3.2 shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected works as specified in Clause 10.5.2.</p>	It is requested to adopt same formula as per Clause 8.3.1 of C.A. for calculating the damages for delay of achieving the mile stone as that for the Authority to the Contractor on a/c of delay in providing encumbrance/ encroachment free land with entire RoW as committed in Annex-II of Schedule-A	As per RFP

9.	DCA Article-18 Clause 18.1.1	The Authority shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-N, to be the engineer under this Agreement (the "Authority's Engineer").	As per RFP
10	DCA Article-19 Clause 19.2.2	The Contractor may apply to the Authority for the first installment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of	<p>Sir,</p> <p>The Work of Project Highway for which after exercising a precise and scrupulous scrutiny by the different levels of Technical officials of the Authority as well as of MoRT&H and then only on the very basis of this TAFS Estimate the RFP is invited. But after allotment of LOA why the EPC Contractor is asked to do again the "Engineering" for the same Project Highway when the same thing has already done by the Consultancy Firm engaged for DPR And after Ministry of Road Transport & Highways founds it satisfactory most economic and satisfying all the Technical Parameters this Consultancy Firm is paid for that against Final Feasibility Report.</p> <p>Now after LOA the EPC Contractor has to redo the same job as "Engineering" which has already done by DPR Consultant .For this purpose the EPC Contractor has to engage the Design Director, thereafter make an appointment of Proof and Safety Consultants for getting it checked by them Proof Consultant and Safety Consultant and pay to them and thereafter submit the same for Reviewing and Final Approval to "The Authority Engineer" is just nothing but a repetition of the same process which has already been done by the DPR Consultant. It also ultimately goes without saying that the Final Feasibility Report i.e. D.P.R. to which the MoRT&H has accorded TAFS is not perfect, correct and also MoRT&H is not sure about whether they have approved and sanctioned- Final Feasibility Report (DPR) which</p> <p>a c the engines correctness and do not guarantee the perfectness scrutiny and checking exercised by the Technical Officials of different levels of the Authority as well as of MoRT&H.</p> <p>Hence our query is that if instead of performing all above procedure if EPC Contractor straightway is asked to Procure the land in possession from the Authority with the entire Right of Way on no less than 90% (Ninety percent) of the total length of Project Highway and shall be asked to go ahead with the Construction Activity in such length. This will not only save the EPC Contractor's time but will also save the cost and the energy?</p> <p>Sir, Pls Clarify whether the Contractor should make such application through the A.E. and whether the A.E. is also suppose to recommend the Mobilization Advance IPC's, or the Contractor may submit his application for the mobilization advance directly to the Authority.</p>

		such installment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof			
11.	Article-19 Clause 19.3.1	The Authority shall make interim payments to the Contractor as certified by the Authority's Engineer on completion of a stage, in a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule-H		Please Clarify about the role of the Authority in this work, Whether the role of the Authority is limited to make payment as certified by the A.E.?	The role of the Authority is stated clearly in clause 18.5.2
12	Article-28 Clause 28.1	"Appointed Date" means that date which is later of the 30th day of the date of this Agreement, the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7 and the date on which the Authority has provided the working front on no less than 90% (Ninety per cent) of the total length of Project Highway		It is requested to modify the Appointed Date as follows:- "Appointed Date" means that date which is later of the 30th day of the date of this Agreement, the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7 and the date on which the Authority has provided the entire RoW in accordance with the Annex-II of Schedule-A on no less than 90% (Ninety per cent) of the total length Project Highway;	As per RFP
13	Annex-II (Schedule-A)	Details for Providing Right of Way Date of providing proposed Row:- (i) 90% of ROW (full width) (24-50 meters RoW):- At Appointed Date (ii) Balance Right of way (20-50 meters RoW):- Within 150 days after the appointed date Minimum 2000 nos. trees are required to be planted		(i) Please upload detailed chainage-wise RoW which is scheduled to be handed over on Appointed Date. (ii) Please provide detailed chainage-wise RoW which is scheduled to be handed over within a period of 150 days of Appointed Date.	Sufficient details have been provided
14	Sr.10-Annex-I of Schedule-B			It is requested to provide some % weight age against this Compulsory Afforestation in Schedule-H.	Already provided in Schedule - H and it is as per IRC standards.
15	Sr.No.2.2 of Annex-I of Schedule-D	Notwithstanding anything to the contrary contained in the Paragraph 1 above, the following deviation in Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, aforesaid Specifications and Standards of following clauses shall be deemed to be amended to the extent set forth below:		Looking towards the hilly and mountainous terrain it is hereby requested to provide modified provision at Sr.No.5 w.r.t vertical gradient also as below:- Provision as per IRC-Sp-93-2015 for Mountainous terrain is Ruling Gradient-5%, Limiting Gradient-6% and that for Exceptional Gradient is 7%. Modified Provision:- For Limiting Gradient-7% and that for Exceptional Gradient-8% so that the vertical grades can be improved in accordance with these Modified Provision.	The provided gradient is as per IRC standards.
16	Schedule-H Contract Price Weightages under 1.3.1	A-Widening and strengthening of existing road. 1 to 5. Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of		A-Widening and strengthening of existing road. 1 to 5. It is requested to modify the payment procedure as follows:- Unit of measurement is linear length. Payment of each stage	As per RFP

		the total length. 7-Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length. B. 1-Reconstruction/New 2 lane realignment/bypass(Flexible pavement) 1 to 6. Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length of 5(five) Km. length, whichever is less. D-Re-construction and New culverts on existing road, realignment, bypass Culverts (Length<6m) Cost of each culverts.Payment shall be made on the completion of at least five culverts.	shall be made on pro rata basis on completion of a stage in a length of not less than 5 (five) percent of the total length. 7.-It is requested to modify the Payment Procedure as "Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 5 (five) percent of the total length. B. 1-Reconstruction/New 2lane realignment/bypass (Flexible pavement) 1. to 6. Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 1(One) Km. length, whichever is less. road, realignment, bypasses (1) Culverts (Length < 6m) —The payment procedure is requested to be modified as under:- Cost of each culverts.Payment shall be made on the completion of at least two culverts.	
17	Schedule-H, Contract Price Weightages 1.3.4 Others works	(ii), (iii) (a) to (h) Unit of measurement is linear length in Km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.	(ii), (iii) (a) to (h) :- The payment procedure is requested to be modified as under Unit of measurement is linear length in Km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5% (five per cent) of the total length.	As per RFP
18	Schedule-H, Contract Price Weightages 1.3.4 Others works	(viii) Slope Protection Works as special requirement for hill road (a) to (h) Unit of measurement is linear length in Km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length	(viii) Slope Protection Works as special requirement for hill road (a) to (h) is requested to be modified as under:- Unit of measurement is linear length in Km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5% (five per cent) of the total length.	As per RFP
19	Annex-I of (Schedule-N) 9.3	9.3 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof	1 It is requested to modify the wording as below:- Within 90 days from the date of receipt of Completion Certificate by the Contractor the Authority Engineer shall obtain a complete set of "as built drawings, in 2(two) hard copies and in C.D. form or in such other medium as may be acceptable by the Authority."	As per RFP
20	General	General	What is the status of pre-construction activities, such as land acquisition, utility relocations, etc.?	Land is being provided by the state Govt. it has been agreed in the meeting held on 21.10.2017 that land shall

				be handed over to NHIDCL by the Govt/Local/village council free of cost. ROW is being marked at site by NHIDCL. After demarcation, land will be handed over to NHIDCL. Utility shifting shall be undertaken by the contractor as per the provision of RFP
21	General	General		Does the project road passes through any forest land? No
22	General	General		Please provide us the Feasibility Report prepared for the project Road for reference purpose
23	General	General		Please provide us the GADs prepared for the structures for reference purpose
24	Shifting of Utilities	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
25	Detailed Feasibility Report	Detailed Feasibility Report		Request you to please upload the Feasibility / Detailed Project Report for reference
26	Forest Land & Clearance	Forest Land & Clearance		Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance
27	Wildlife Clearance	Wildlife Clearance		Request the Authority to kindly provide Applicability and status of wildlife clearance
28	Details of Pending Litigations	Details of Pending Litigations		Details of all pending litigation against the project?
29	Status of Land Acquisition	Status of Land Acquisition		i) Total land required for project (in Ha.) (ii) Land already in possession (EROW) (in Ha.)
				No pending litigation as on date Exact quantum of land acquisition shall be available after fixing of ROW which is presently going on at site.

			iii) Total additional land to be acquired a) Private land (in Ha.) b) Govt. land (in Ha.) c) Forest (in Ha.)	However, 24 m to 45 m of ROW shall be provided as per cross - section in DPR. Land is being provided by the state Govt. it has been agreed in the meeting held on 21.10.2017 that land shall be handed over to NHIDCL by the Govt./Local/village council free of cost.
			(iv) Notification under Section 3(A) Completed for (in Ha.)	In Nagaland 3A, 3D and 3G notifications are not applicable
			(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 (in Ha.)	
30	Schedule C Highway Lighting	At Toll Plazas, Truck Lay Bays, Grade Separated Structures, Underpasses, Build up sections, Major intersections & Bus Stops Locations Bidder understand that the electricity charges shall not be included in the scope of the Contractor. Please confirm	The Contractor Shall maintain and operate the Highway Lightening including its Maintenance during Maintenance Period	As per RFP
31	General	Pending Litigation	Delay in execution of the project highways due to panning litigation, if any, shall be treated as Political Force Majeure event and contractor may kindly be compensated accordingly	As per RFP
32	Article 4 Obligations of the Authority- 4.1	Obligation of the Authority	What is the status of pre-construction activities like land acquisition, additional lands as required for Toll Plaza, Bus bays etc., utility relocations and necessary Environmental clearances, forest land diversion, tree cutting permission etc.? Since the limit of the project is less months and there are heavy penalties on non-achievement of the milestone, any pending pre-construction activity shall delay the project and cause under financial loss to the contractor	Land is available at free of cost and utility shifting and other structure assessment will be done before awarding the bid
33	General	Boehole permission	Bidder Request NHIDCL to Facilitate for getting the borewell permission for the execution of work, as it is learnt that the minimum 3-4 month timeframe is required for getting such permission	Schedule F All the permissions for work shall be taken by contractor itself
34	Annex-II (Schedule A)	Dates for Providing Right of Way	What about the ECA and FCA status for the additional ROW	Not needed

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35	General	The Government of India (GOI) has introduced Goods and Service Tax (GST) in place of VAT, Central Sales Tax, Excise Duty etc. w.e.f. 01.07.2017. At present, the Road Infrastructure is proposed to be taxed @ 12% Goods and Services Tax (GST) as per revised notification dated 22nd August, 2017.	which is under the process of additional land acquisition by NHIDCL; as indicated under footnote GST is applicable on the above mentioned components, the Estimated Project Cost of NH IDCL mentioned in RFP Documents may kindly be revised to that extent	As per Govt. Notification
36	General	Time Extension	Considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose.	Already extended


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