

**Four laning of NH-37 from End of Moran Bypass (km 562.525) to Bogibel Junction near Lapetketa (km 581.700) in the state of Assam under SARDP-NE,
Phase 'A' on EPC mode-Balance Work.**

Reply to the Pre-bid Queries

Sl. No.	Clause No., Section	Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1	General		Whether the entire land required for the project has been acquired or not.	Yes. Only 700 m ROW on LHS is having encumbrances.
2	General		Is there any pending litigation between the previous contractor and other entities or NHIDCL in the project? Also, what will be the stands of NHIDCL in case of litigation.	No pending litigation with previous Contractor
3	General		Whether all the formalities of land acquisition with the land owners for the execution of smooth work has been done, if any pending what is the status	Yes
4	General		Whether any dispute/ liabilities of earlier contractor with villagers/ local contractor is still existing at site, as this being a balance work?	No
5	General		Any long delay from Railways for permission/etc for Flyover.	There is no ROB provisioned in the scope of the project. Hence, issue of any permission from Railway does not arise.
6	General		Whether the construction materials are available in the vicinity/necessary clearances received from the concerned department. Whether new mining quarry has been approved/ earmarked by the Authority.	Previous Contractor had identified Quarry in Kamlang River, Arunachal Pradesh which was approved by Authority Engineer. However, Permits shall have to be obtained by the Contractor.
7	General		Whether all utilities/ physical obstructions has been shifted/ removed?	Partially shifted. Utilities will be shifted through EPC Contractor.
8	General		What is your CBR value of the existing road and if any modification required. If yes, whether the cost has been taken in the estimated cost?	Contractor has to do its own geotechnical survey and design accordingly as per contractual provisions.
9	General		Alternative/ non-conventional method of Road construction if allowed, will the contract value remain same or there will be increase or decrease in the contract value.	It is as per section 1.9 of IRC:SP:84-2014 and MoRTH Circular No. RW-NH-37011/39/2015 /S&R(R) dated 12.10.2015 (Copy attached at PB-1). There will be no change in Contract Price on this account.
10	General		Whether any provision for diversion has been planned for Culverts as there is no provision for diversion in some culverts? Can we precast box culvert in those areas?	As per RFP. Precast Box Culvert designed according to the codal provisions is allowed.


20.08.18

Sl. No.	Clause No., Section	Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
11	General		Completion time should be extended reasonably from 2.5 years as there are major bridges, which will take extra time, as well sinking and sub-structure work are not possible in high rainfall & floods in Assam.	No change in completion time
12	General		Whether the amount of maintenance period of 4 years is calculated considering the weather condition of Assam	As per Ministry of Road Transport & Highways norms.
13	General		In case of a JV what will be the minimum share of the Lead Member for this project ?	As per RFP.
14	Clause - 1.4 of Section- 1 (ITB)		We would like to know whether the Bidder in case of a Joint Venture shall have to upload their documents & credentials by each individual member of the JV or as the Joint Venture wholly on BIMS portal.	As per RFP and corrigendum.
15	Clause - 2.1.15 (c) of Section 2 (Instruction to Bidders)	Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member") -----.	It is mentioned that the other member (s) of a Joint Venture shall have to meet atleast 20 % requirement of Bid Capacity, Technical & Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3. We would like to ask that in case of a JV if any member has met the minimum qualification requirement then in such a case will there be any restriction in the member's Joint Venture share ratio in correspondence to the said member's qualification requirement percentage.	All the members of JV has to qualify individually as per RFP criteria.
16	Clause - 2.2.2 (ii) of Section -2 (Instruction to Bidders)	Provided that at least one similar work of 25% of Estimated Project Cost Rs. 57.59 crore ----	Under the requirement for Technical Capacity it has been mentioned that if any Major Bridge/ROB/ Flyover/ Tunnel is (are) part of the qualifying project, then the sole Bidder or in case of the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridges/ROBs/ Flyovers/ Tunnel. We would like to ask whether we will have to demonstrate the Bridge/ROB work experience in the same qualifying project of similar work or can we show the Bridge/ROB work experience from any other projects other than the qualifying projects of similar nature.	The experience of other projects of will also be considered.
17	Clause - 2.11.1 of Section-2 (Instruction to Bidders)		It is mentioned that the Bidder shall submit the Technical Bid & Financial Bid through e-procurement portal www.eprocure.gov.in . However in the financial cover online the pdf format option is not available and only the BOQ (excel file) option is available. As a result of which Bidders wont be able to upload the letter comprising the Financial Bid as pdf format is not available. Further let us know whether prospective Bidders shall have to upload both the letter comprising financial bid as well as the (BOQ) excel file in financial cover online during bid submission.	Kindly see RFP and corrigendum. In case of any doubt, bidder may contact our IT helpline number provided on the website.
18	Clause - 2.14.1.1 of Section -2 (ITB)	It is mandatory for all the Bidders to have class III Digital Signature Certificate ----	Here it is mentioned that the DSC should be in corporate capacity (that is in Bidder capacity & in case of JV in the Lead Member capacity). We would like to know whether the Lead Member of a JV can authorize any other member of the JV to sign & submit the Bid or not?	DSC should be in the Bidder capacity / in case of JV in the Lead Member capacity.

Sl. No.	Clause No., Section	Clause in the Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
19	Clause - 19.10.4 of DCA	BO = The official retail price of bitumen at the nearest refinery at [Panipat] on the Base of Panipat refinery Date. BI = The official retail price of bitumen at nearest refinery at [Panipat], on the first day of the month three months prior to the month to which the IPC relates.	In the Price adjustment for works section the BO & BI mentioned in the price adjustment formula reflects the official retail price of bitumen at the nearest refinery shall be of Panipat. However we would like to inform that the nearest refinery for the said work should be at Guwahati, Assam instead	BO = The official retail price of bitumen at the nearest refinery to the work site on the Base Date. BI = The official retail price of bitumen at nearest refinery to the work site, on the first day of the month three months prior to the month to which the IPC relates.


(M. S. Deol)
(GM (T))
20.08.2018

GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

IAHE Campus,
A-5, Sector-62
Noida-201301 (U.P.)

No. RW-NH- 37011/39/2015/S&R(R)

Dated the 12th October, 2015

To,

1. The Chief Secretaries of all State Governments/Union Territories
2. The Principal Secretaries /Secretaries of all States/U.Ts. Public Works Department dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States/U.Ts dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
6. Managing Director, NHIDCL, PTI Building, 4, Parliament Street, New Delhi-110001
7. Director, IAHE, A-5, Sector-62, Noida-201301 (U.P.)

Subject: Introduction of alternative materials/technologies/design in the National Highways projects on EPC/BOT basis

It has been the endeavour of the Ministry to encourage usage of alternative/new materials/technologies/design in the construction of National Highways. In this regard, directions have been issued by the Ministry from time to time.

2. Instances have come to the notice of the Ministry, wherein the Contractors had proposed alternative materials/technologies in the pavement design based on IRC:37-2012 – “Tentative Guidelines for the Design of flexible Pavements” but due to differences of opinion/disagreement at various levels, Authority Engineer/Independent Engineer have been reluctant to adopt alternative pavement design on various grounds, such as DPRs/Cost Estimates for these projects were framed following IRC:37-2001, the typical cross-section given in the Schedule of Contract/Concession Agreement indicated pavement layers/composition as per the conventional bituminous pavement design, non-availability of extensive experience of adoption of alternate design/combination given in IRC:37-2012 in the country, etc.

3. In order to resolve the issue, the matter was referred to Standing Committee on “Introduction of New Technology/Alternative design in the projects on EPC/BOT basis” and the Committee has since made recommendations based on detailed discussions and consultations with all stakeholders. The recommendations made by the Standing Committee have been duly considered in the Ministry and it is observed that the contract documents, both for EPC as well as BOT, provide flexibility for alternate design to be adopted by the Contractor/Concessionaire and

Contd./...

accordingly, the following clarifications are issued for the adoption of alternative design /materials/technologies in EPC/BOT projects:

(i) IRC:37-2012 is applicable even when DPRs are prepared as per IRC:37-2001 and accordingly, the contractors are free to use any combination permitted in IRC:37-2012, unless specifically denied in the contract agreement.

(ii) Since Contract provides flexibility for alternate design to be adopted by the Contractor, use of cement treated base / sub-base does not come under the ambit of change of scope.

(iii) Correlating the Defect Liability Period with the design life has no relevance. Success of the pavement solely rests with application of provisions of IRC:37 in true spirit during the design stage and the translation of material properties, considered in the design, to site during execution. However, Authority can consider additional comfort in the form of Guarantee and commitment for performance.

4. In view of above, it is imperative that the DPRs for all future projects should duly consider all possible alternative design combinations, including those permitted in IRC:37-2012, that lead to the most suitable and economical proposal. A condition in this regard should, invariably, be included in the Terms of Reference (ToR) for appointment of Consultants.

5. The contents of this Circular may be brought to the notice of all concerned in your organization.

6. This issues with the approval of Secretary (RT&H).

Amiyanshu
12/11/2015
(Amiyanshu)

Asst. Executive Engineer (S, R&T) (Roads)
For Director General (Road Development) & SS

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs of the Ministry
3. The Secretary General, Indian Roads Congress
4. Technical circular file of S&R (R) Section
5. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

1. PS to Hon'ble Minister (RTH&S)
2. PS to Hon'ble MOS (RTH&S)
3. Sr. PPS to Secretary (RT&H)
4. Sr. PPS to DG (RD) & SS
5. PPS to AS&FA
6. PS to ADG-I/ ADG-II
7. PS to JS (T)/ JS (H)/ JS (LA&P)/ JS (EIC)