

Pre-bid Clarifications No. 1 Dated 13-12-2021 to Pre-bid queries on stipulations of Bid Document against NIB No. 406 Dated 18-11-2021

Name of work: "Construction of Plunge Pool and Extension of Apron at d/s of Bichom Dam under Kameng H.E. Plant, Arunachal Pradesh"

(This Pre-bid Clarifications shall form part of the Bid Document and shall supersede the corresponding stipulations of the Bid Document, wherever these are at variance.)

Sl. No.	Clause No. as per tender	Specified in the tender	Pre-Bid queries requested by bidders	NEEPCO's clarifications
	Ref: Email dated 01-12-2021 of prospective bidder			
1	Clause 3.4.2 & 3.4.3, Part 5(B) of Bid document.	Welded wire mesh fabric shall conform to the requirements of IS: 4948 and shall have a mesh size of ϕ 5 mm x 100 mm x 100 mm as shown in the drawings or as required by Engineer-in-Charge.	Currently the size of the weld mesh available in market, which confirms to IS: 4948 is of size 75mm x 75mm is the biggest square size, which is a standard regular size, used. The size specified in the tender of 100mmx100mmx5mm is a bigger size and is not readily available in the market being a non-standard size. Hence, the specification may be changed to allow the size of 75mmx75 mmx4mm or equivalent and a corrigendum may be issued.	May be agreed.
2	Clause 2.21, Part 5(A)/2 (Site Installations) of Bid document.	Measurement for various items of works viz. excavation, concreting, slope protection, etc. under access road construction shall be in accordance with the provisions in the relevant portions of the particular section under technical specification and payment shall be at the unit price in the BoQ of particular item of work.	Currently it is noted that there is no access road to the site location, which can be used for movement of Tippers and 6 Cum Capacity Concrete Transit Mixtures. Since the tender mentions the item of road construction, it is assumed that work done for the said access road up to Plunge Pool working location in the river bed shall also be paid by NEEPCO as per the Unit rates in the BoQ and NEEPCO shall issue drawings for the construction of the road also. Kindly confirm the same.	As per Cl. No. 2.16. c) "Measurement & payment for individual items pertaining to access road works viz. Excavation, Slope Protection, Concreting, if any, shall be guided by relevant technical specification & Bill of Quantities." However, facilities required for construction of Plunge Pool prior to completion of the access road viz. taking the track construction equipment and other associated machineries by pulling/ towing, concrete conveyance arrangement, etc. shall be done by the Contractor and the cost of the same shall be loaded in his quoted rate. Construction drawings pertaining to Access Road shall be released to the Contractor in due course.




3	Advances and recovery thereof, Clause 71 (ii) & (iii), Part-4 of Bid document.	Demanding BG against equipment mobilisation and cement, steel procurement.	It is requested that the Equipments which are owned by the Contractor may be hypothecated to NEEPCO for the duration of the project instead of seeking bank guarantee for the same for release of 5% plant & machinery advance. Further, it is requested to consider release of secured material advance after procurement of cement and steel brought to site by the contractor with his own cost for consumption in the subject project. This material advance can be recovered from the payments made to the contractor for the work done when the said material is consumed, on quarterly basis instead of asking for a bank guarantee in this regard. The Contractor is also ready to sign an Integrity Pact or Indemnity bond for performance of its obligations instead of submitting a bank guarantee for equipment and material advance. Kindly consider.	- The purpose of granting Plant & Equipment Advance to contractor is to financially assist the contractor in procuring new equipment required for the tendered job. It obviously means that the equipment shall be purchased by the contractor after award of the work. Plant & Equipment Advance shall not be released for old Plant & Equipment. Accordingly, Bid stipulations shall prevail. - In respect of release of Secured Advance for procurement of cement steel required for the works, the Bid stipulations shall prevail. Please refer Clause 71(iii), Part-4 (Conditions of Contract) of Bid Document.
4	General Information	No information available regards to Dam radial gates opening and closing dates.	We request you to furnish the tentative Dam Radial Gate opening & closing dates as per previous years available data to enable proper planning and sequencing of work	In monsoon season, it is not possible to correlate the previous year dates to predict the same in the next year. In lean season, Gate operation is not generally carried out.
5	Drawing No. NEEPCO/KaHEP/BICHOM/PLUNGE POOL/ 003, Sheet 3, dated: 17/08/2021 : Drawing confirmation reg.	Drawing No. NEEPCO/KaHEP/BICHOM/PLUNGE POOL/ 003, Sheet 3, dated: 17/08/2021	As per Tender Drawings, we are assuming that extension of Apron top level is EL. 702 and thickness of apron is 1.0m. Kindly confirm the same.	Supplementary Drawings for extension of Apron are enclosed in Corrigendum 2 Dated 13-12-2021. Please Refer Corrigendum 2 Dated 13-12-2021.
Ref: Email dated 02-12-2021 of prospective bidder				

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6	Clause 3(i), Part-4 (Conditions of Contract) of Bid document.	The successful bidder shall submit an Initial Security Deposit (ISD) equivalent to 1% (one percent) of the Contract Sum, that will be treated as part of the Security Deposit. Security Deposit will be 3% on the total value of the work actually executed inclusive of escalation and value of extra works etc.	As per other Government Project, and guideline issued by Ministry of Finance (Govt. of India), 3% Security Deposit will be calculated on Contract Value only. Need to modify the condition of contract clause 3(i) accordingly.	The Initial Security Deposit (ISD) @ 1% to be deposited by the contractor before signing of the Contract Agreement shall be adjusted with the Security Deposit @ 3% of the total value of the work actually executed inclusive of escalation and value of extra works etc. to be deducted from every interim payment made on account of this work during the period of Contract for due performance of the Contract. Accordingly, bidders are advised to read Clause 3(i), Part-4 (Conditions of Contract) of Bid document in conjunction with Clause 27, Part-3 (Instruction to Bidders) of Bid document.
7	Clause 8, Part-4 (Conditions of Contract) of Bid document.	FACILITIES TO OTHER CONTRACTORS: The Contractor shall, in accordance with the requirements of the works as decided by the Engineer-in-Charge, afford all reasonable facilities to other Contractors, engaged simultaneously on separate Contracts, departmental labour and labour of any other properly authorised authority or statutory body which may be employed at site for execution of any work, not included in the Contract, in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties. The Contractor shall permit, without charge, the Corporation, any other Contractor and any other properly authorised Authority or statutory body to use the roads, bridges, lighting installations, and any other facilities constructed or acquired by the Contractor	Please clarify the facilities which need to provide by the Contractor to other contractor as specified in condition-8. It is required for costing purpose as in the condition of contract, it is mentioned that any extra payment will not made on this account.	The site facilities, if any required to be constructed by the contractor to facilitate execution of the work such as roads, bridges, lighting installations, and any other similar facilities shall be allowed to be used by other contractors, if any engaged by NEEPCO.

		for use in the performance of the work under these specifications as are available, without any extra payment to the Contractor.		
8	Clause 9(i), Part-4 (Conditions of Contract) of Bid document.	HANDING OVER OF SITE AND USE AND CARE OF SITE: The site will be handed over to the Contractor in parts progressively and the Contractor will be permitted to use the site and lands under the control of the Corporation and required for execution of work in accordance with the approved construction programme, subject to such conditions as detailed below. The Contractor shall not commence any operation on such lands except with the prior approval of the Engineer-in-Charge. However, in case delay in handing over of the site to the Contractor, the Corporation shall only consider suitable extension of time for the execution of the work. It shall be clearly understood that the Corporation will not consider any other compensation whatsoever, viz. towards idleness of Contractor's labour, equipment etc.	Please clarify that land for execution including Right of Way is available or Not or any acquisition of land is balance for the purpose of Project. If balance and delay in handing over of land for the purpose of project, other compensation towards idleness of Contractor's labour, equipment etc. should be payable. Kindly consider.	- The work site is within the acquired land of NEEPCO. - Delay in handing over of the site to contractor shall be regulated by Clause 9(i), Part-4(Conditions of Contract) of Bid document.
9	Clause 29(i), Part-4 (Conditions of Contract) of Bid Document; Clause 29(iii), Part-4 (Conditions of Contract) of Bid Document; Clause 33(ii), Part-4 (Conditions of Contract) of Bid Document; Clause 33(ii) (a), Part-4 (Conditions of Contract) of Bid Document;	Clause 29 (i), Part-4 (Conditions of Contract) of Bid Document: The quantities indicated in Bill of Quantities shall be treated as approximate and only for comparing Bids. The Contractor shall execute the entire quantity of work required for completing the job as per specifications, drawings and direction of Engineer-in-Charge at the rates entered in the Bill/Schedule of Quantities. Clause No. 29(iii), Part-4 (Conditions of Contract) of Bid Document: If any item of work appearing in the BOQ is	Clause 29 (i), (iii) and Clause 33(ii) (a) and 33 (ii) (c) are contradictory to each other. Please clarify. As per other Government contract practice there are no any provision for rate change if the quantities of BOQ get reduced, kindly deleted this Clause. As per Clause 29(iii), it is stated that if the quantities of items in the BOQ is increased by more than 25% of the quantity of that item, the rates for	Clause 29 (i), Part-4 (Conditions of Contract) of Bid Document has been modified. Please Refer Corrigendum 2 Dated 13-12-2021. Bid stipulations shall prevail. BOQ rates shall prevail upto quantity variation indicated at Clause 29 (iii), Part-4 (Conditions of Contract) of Bid

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	Bid Document.	increased by more than 25% of the quantity of that item and this change in quantity (ie. quantity increasing over 1.25 times of BOQ quantity) multiplied by the BOQ rate exceeds 0.25% of the contract price, then the rate of the said item shall be revised as per sub-clause 33(ii) (c) here under. The new rate shall be applicable only for the quantity executed in excess of 1.25 times of the BOQ quantity. Further, if the quantity of any item, gets reduced by more than 25% of the quantity provided in the BOQ then the total payment for the reduced quantity of that item shall be payable at the revised rate as per sub-clause 33(ii)(c). However, value of total payment against such reduced quantity of items at revised rate shall be limited to the payment admissible for 75% quantity of the said item at the rate provided in the BOQ. <u>Clause 33(ii), Part-4 (Conditions of Contract) of Bid Document:</u> The rates for such items of works as required to be executed due to deviations as stated in sub-clause, shall be evaluated in the following sequence: <u>Clause 33(ii) (a), Part-4 (Conditions of Contract) of Bid Document:</u> The rates already provided in the Bill of Quantities shall apply in respect of the same item(s) of work to be executed due to variation, subject to the provisions of Clause 29.	increased quantity beyond 1.25 times of BOQ quantity shall be analysed as per Clause 33(ii) (c), but as per Article 33 (ii) a, we understand that same rate shall be applied on increased quantities, please specify.	document. Rates for quantities executed beyond the variation limit specified at Clause 29 (iii), Part-4 (Conditions of Contract) of Bid document shall be regulated in terms of the said Clause 29(iii).
10	Clause 73.1 (iii) (c), Part-4 (Conditions of Contract) of Bid document.	If Secured Advance is availed by the Contractor against any materials, no Price Adjustment/Variation on such component of cost will accrue from the date of release of advance till it is fully recovered.	Please clear how to reduce the value of such secured advance in the formulae of price adjustment.	Clause 73.1 (iii) (b) & (c), Part-4 (Conditions of Contract) of Bid document have been modified. Please Refer Corrigendum 2 Dated 13-12-2021.

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11	Others	GST Clause	Please clarify GST is inclusive or exclusive with the tender value.	Quoted rates of bidders shall be inclusive of GST. Please refer Clause 11, Part-3 (Instruction to Bidders) of Bid document.
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