

M/S HCC Ltd PRE - BID QUERIES no 4 dated 25.10.2017

PROJECT NAME :- "Construction of Additional Spillway with Hydro-Mechanical works" on left of Gandhi Hillock at Hirakud Dam - Odisha - India							
Bid No.:ICB-1/ODISHA/ASW-HIRA/2017-18 Burla, Distt. Sambalpur, Odisha Dated:14/09/2017							
Client : Department of Water Resources, Odisha							
DATE:		25.10.2017					
DATE OF PRE-BID MEETING		01.11.2017					
TENDER DUE DATE		16.11.2017					
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1	Part I, Bidding procedures	III	39 to 44	4.1, 4.2 a, and 4.2 b	General Construction Experience/ Specific Construction & Contract Management Experience	Experience in the role of / Participation as "Contractor, management contractor, or Sub-contractor/JV member...."	We understand that bidder's experience in the role of sub-contractor will also be considered for prequalification. The bidders experience in the role of Sub-contractor can be consider provided such work executed is certified by the previous employer.
2	Part I, Bidding procedures	III	39, 40	4.2, (a)	Specific Construction & Contract Management Experience	Footnote 5 - The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.	The footnote is contradictory to the definition of similar work given under Cl. No. 4.2(a) (i), pg. no. 41 and hence may please be deleted. The contractor must have successfully completed at least one similar contract within last ten "10 years" with value of atleast INR 346 Crore or more. "The word last five year stands" clarified to last 10 years.
3	Part I, Bidding procedures	III	39, 40	4.2, (a)	Specific Construction & Contract Management Experience	substantially completed (not less than 90% of contract value) Footnote 6 - Substantial completion shall be based on 80% or more works completed under the contract	There is a confusion in definition of the substantially completed project in terms of % completion in this clause. Please confirm exact % age (i.e. 90% or 80% of contract value) completion of work which shall be treated as substantial completion for prequalification purpose. The Foot note shall be readed as 90% instead of 80%.

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4	Part I, Bidding procedures	III	41,43	4.2, (a), (b)	Specific Construction & Contract Management Experience	Similar Work means: works in past to include the type of the "Proposed Works" described in "Requirements/ Technical Specifications" i.e., earth work (with excavation & consolidation activities) for Dam or Irrigation Project / Hydro-electric Project /Power Plant with earth work, Reinforced Concrete for Spillway or dam with or without, Hydro-mechanical works viz. radial gates, gantry crane.]	We understand, 1. Earthworks for canal constructions will be considered as the same being Irrigation works. 2. Quantities/ volumes mentioned under clause 4.2 (b) (1a), (1b), (1c) shall be met through how many contracts.. Please confirm.	(1) Earth work for canal construction will not be considered. (2) One contract
5	Part I, Bidding procedures	III	41	4.2, (a) - iii	Specific Construction & Contract Management Experience	The contractor organisation shall by themselves as/ or deploy associate firm for preparation of Civil Construction Drawing who should have successfully executed 3 (three) projects& the Electrical works."	We request you to reduce the design experience for a dam height requirement to 20 meter instead of 50 meter for following reasons, 1. EPC being a recent trend in Dam infrastructure in India there are hardly any projects executed on these lines and could limit the competition. 2. Moreover the spillway height required in this project itself is 33 meter and hence experience in preparation of construction drawings of 20 mtrs will also suffice for the purpose of qualification.	Dam Height of 50m stipulated stands

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6	Part I, Bidding procedures	I	17	34.1	Subcontractor	<p>34. Subcontractors</p> <p>34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.</p> <p>34.2 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.</p> <p>34.3 In case of Post qualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III 4.2. When subcontracting is permitted by the Employer, the specialized subcontractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.</p> <p>34.4 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS.</p>	<p>We understand this clause is for general works typically subcontracted by Main contractor and not for specialised subcontractor i.e; for Specialised subcontractor for Hydromechanical works. Pl. confirm</p>	<p>Sub Contractors qualification & experience will not be considered for evaluation of bid</p>
7	Part I, Bidding procedures	III	28	ITB, 34.2	Specialist Subcontractor	Not applicable	<p>This clause is confusing with clause no. 4.2 (b) 1, Section III, Part I bidding procedures, page no. 43. Pl. Clarify.</p>	<p>Prior to Submission of bid, the bidder has to mention the name of Sub-contractor.</p>
8	Part I, Bidding procedures	III	46	E-5.2,	Construction Personnel	In Construction Personnel Format Requirement , under Sr. No. C8 given Dyke (One at each location)	<p>Please clarify the designation of Construction Personnel required at Dyke locations given in personnel format requirement.</p>	<p>Construction Manager</p>

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9	Part III, Contract Form	VIII	14	2.4	Employer's Financial Arrangements	The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.....	Any material changes to the financial arrangements which will affect the performance of contractor will be compensated by time and cost plus profit by the Employer. Please confirm.	As per applicable provisions of bid document, no change
10	Part III, Contract Form	VIII	22	4.5	Assignment of Benefit of Subcontract	If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.	Request you that the Subcontractor obligation for this benefit to the employer should be compensated by cost for such obligation.	As per applicable provisions of bid document, no change
11	Part III, Contract Form	VIII	26	4.13	Rights of Way and Facilities	Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.	Any delay in providing Rights of Way (permanent or temporary) necessary for works under the obligation of Employers shall be suitably comensated with Time and Cost plus Profit to the contractor. Please confirm.	Not to be considered at any point of time.

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12	Part III, Contract Form	VIII	26	4.15	Access Route	Except as otherwise stated in these Conditions: (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route.	We request employer to assist contractor for necessary permissions and approvals from the highway authorities, so as to speed us the construction work.	The Cl.4.15 is clear .
13	Part III, Contract Form	VIII	36	6.14	Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.	Request Employer to assist the contractor for drinking water connection from local authorities for provision of water at site. Please confirm.	The contractor has to arrange water supply at site as per State Govt. regulations.
14	Part III, Contract Form	VIII	38	7.3	Inspection	The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.	Please specify the timeline of maximum 7 (seven) days for such examination, inspection, measurement or testing the site components by the Engineer from the date of notice for inspection from the Contractor. In case of any delay beyond 7 (seven) days the Contractor shall be compensated with time and cost plus profit. Please confirm.	As per applicable provisions of bid document, no change

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15	Part III, Contract Form	VIII	50	11.3	Extension of Defects Notification Period	The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.	Defect notification period in such case shall be extended by one year instead of 2 years. Please confirm.	As per applicable provisions of bid document, no change
16	Part III, Contract Form	VIII	93	20.6	Arbitration	The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.	it is requested to insert the following after the first paragraph. Arbitration in accordance with Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended) Act 2015 with all such statutory re-enactment and modifications made and amended from time to time. The Arbitration proceedings shall be conducted by a panel of three Arbitrators, where each Party shall appoint one Arbitrator and the Presiding Arbitrator shall be nominated by both the Arbitrators so appointed and the decision of the Arbitrators shall be final and binding upon the Parties. The place of Arbitration shall be at Bhubaneswar . The Arbitration proceedings shall be conducted in English language only. Please confirm.	This has ben clarified at CI 20.6 (C)

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17	Part III, Contract Form	VIII	100	App- A - 9		Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration. Please confirm.	it is requested to approach Arbitration in accordance with Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended) Act 2015 with all such statutory re-enactment and modifications. As per applicable provisions of bid document, no change
18	Part III, Contract Form	VIII	116	1(a)	Mobilization advance	4% of the Contract value of Civil works. Advance shall be released in two parts i.e. (i) 2% on signing of Contract and establishment of construction camp at site & (ii) another 2% after mobilization of 75% of construction equipment and machinery. Considering the quantum of work and for mobilization of manpower and other resources, requested to provide 10% interest free mobilization advance in two equal installments to the contractor as below : (i) 5% on signing of contract (ii) 5% upon establishment of construction camp at site and mobilization of 75% of construction equipment and upon submission of equivalent Bank Guarantee. Please confirm.	As per applicable provisions of bid document, no change

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19	Part III, Contract Form	VIII	117	1(d)	Repayment of advance payment for equipment:	Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 10 percent of the Contract Price of civil works or 3 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 25% @ percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.	It is requested to consider commencement of repayment of advance payment upon reaching payment to the extent of 20% of contract price or 6 months from the date of payment of first installment of advance whichever is earlier, and shall be deducted at the rate of 25% of the amount of all interim payments. Please confirm.	As per applicable provisions of bid document, no change
20	Part III, Contract Form	VIII	117	1(f)	Payments for work done		Please provide the time frame for the payment after submission of bill.	Refer Cl.14.7
21	Vol - III	2 Particular Conditions - Contract Data (PC-CD)	112	4.2	Performance Security		It is requested to consider 5% of the the Accepted Contract Amount for each PBG and Retention Money respectively.. Total 10% retention is the standard industry practice.	As per applicable provisions of bid document, no change
22	Vol - III	2 Particular Conditions - Contract Data (PC-CD)	113	14.3	Limit of Retention Money	6% from each interim payment certificate / 5% of the Accepted Contract Amount	15% Retention shall severely hamper the cash flow of the Contractor.	As per applicable provisions of bid document, no change

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23	Vol - III	General Conditions (CC)	62, 63	14.3 c)	Retention Money	any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Tender to the total of the above amounts, until the amount so retained by the Employer's Representative reaches the limit of Retention Money (if any) stated in the Contract Data.	It is requested to consider the provision that the Retention Money deducted from Interim Payment Certificates shall be replaced with the Bank Guarantees to be submitted quarterly by the Contractor to improve cash flow. Please confirm.	As per applicable provisions of bid document, no change
24	Vol - III	2 Particular Conditions - Contract Data (PC - CD)	66, 67	14.9	Payment of Retention Money	When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price. Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.	It is requested to consider as follows: Upon the taking over certificate has been issued for the Works, 80% of the Retention Money shall be certified by the Engineer for payment to the Contractor. 20% of the Retention Money shall be certified by the Engineer for Payment to the Contractor after the Defects Notification Period. Please confirm.	As per applicable provisions of bid document, no change

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25	Vol - III	2 Particular Condition s - Contract Data (PC - CD)	66, 67	18.1	Relevant policies for Construction Works , relevant policies	Within 28days (valid upto defect liability period)	Insurance companies need various documentation for their due diligence before they issue the policies. Hence submission of various policies within 28 days is not possible.It is requested to provide 64 days as submission of relevant policies. <u>Please confirm</u>	As per applicable provisions of bid document, no change
26	Vol - III	2 Particular Condition s - Contract Data (PC - CD)	114	14.8	Publishing source of commercial interest rates for financial charges in case of delayed payment by Employer	@ 4%per annum	It is requested to consider interest of atleast 10% per annum to alleviate the burder to some extent. Please confirm.	As per applicable provisions of bid document, no change
27	Vol - III	2 Particular Condition s - Contract Data (PC - CD)	114	14.6	Minimum Amount of Interim Payment Certificates	1% of Accepted Contract Amount	It is requested to consider the actual amounts for the first 3 (three) Interim Payment Certificates, as the progress in initial phase of construction will be low.	As per applicable provisions of bid document, no change

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28	-		-	-	Soil Report	Bore logs are given in tender documents.	Please provide soil reports and General Layout of Bore Hole Location drawing with Bore Hole Marking.	To be provided to the extent available on request.
29	II	-	3 of 310	-	Drawing	Contour level of existing Dyke is shown In Drg. No. HDNS-NS-102-REV-1,	Please provide Cross section of Existing Dyke.	To be provided on request
30	-	-	-	-	-	-	Please provide bottom level of Hirakud Reservoir (Near Existing Dyke)	To be provided on request
31					Drawing	Approch Channel shown In Drg. No. HDNS-NS-102- REV-1,	Please provide cross section of approach channel & length of approach channel near spillway,.	Shown indicatively in HDNS-NS-105 (Sheet 1 of 6) Bed level is shown as EL 167.00M. The length, cross section may be worked out by the contractor
32	II	VII	21	6.1.4	Scope of Services	The existing earthen dyke of about 25 meters height, in about 500m length, after completion of all the works connected with the additional spillway complex	As per site visit we found that it is near about 975 m . (Existing Dyke RD 2200 Ft is starting RD of new Dyke and ending RD 5400Ft of new dyke). Pls confirm.	The length of existing dyke is 5400 ft.
33	II	VII	21	6.1.4	Scope of Services	construction of the connection between the new and the existing dyke including provision of coffer dam etc.	Pls provide Cross sction of coffer dam.	To be designed by the contractor
34	II	VII	21	6.1.5	Scope of Services	Contractor shall carryout construction drawings for civil structures and HM works (either in-house drawings or review of drawings of manufactrer),	We understand, that the construction drawings shall be prepared based on design and drawings provided by the client. Please clarify.	The detailed design & preparation of consulting drawings icluding stability are to be carried out by the contractor based on the overall layout shown in the bid drawings.
35		IV- Bidding form	116		Preparation of Construction Drawings	List of Software	Please specify the latest softwares clearly.	The contractor has to furnish
36	1	IV- Bidding forms	70	BOQ- Civil works I. No. A3.2	Disposal lead for rock excavation	Rock excavation incl. disposal with all leads, lifts and de-lifts. (i) D1 rock (ii) Hard rock	For BOQ item no. 'A3.2- rock excavation', disposal lead is not mentioned in BOQ. In line with the BOQ item for soil excavation, we are considering 2 Km disposal lead for the same, Please confirm.	Yes, Disposal lead will be within 2 Km.

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37	1	IV- Bidding forms	70	BOQ- Civil works I. No. A3.3	Mucking of excavated muck	A3.3- Rock excavation with line drilling incl. lead up to 2kms -2100Rm The unit of measurement for BOQ item "rock excavation with line drilling" is Rm, hence we understand that this item includes only line drilling and no extraction & hauling of muck is included in this item. Please confirm. Further we request that please include a separate item for extraction and hauling of excavated muck from excavation with line drilling.	Cost of line drilling is covered under item 3.3 . Rock excavation is covered under A.3.2.2
38	1	IV- Bill of Quantities	76	BOQ item no. A17	Dismantling of existing dykes	The scope of work includes dismantling of existing dykes. Please provide the Cross Section drawing of the existing dyke to be dismantled alongwith the length and level up to which it is to be dismantled.	Drawing will be provided on request. Details of dismantling are to be worked out by the contractor.
39		IV- Bill of Quantities	77	BOQ- Civil Works of Earthen dam	Extra transportation for embankment material	B2 Embankment Construction B2.1.7 Extra for transportation of embankment Zone-1 material beyond 2.0 kms.- 3,25,000 Cum. We understand that this item includes only hauling of the embankment material from the borrow area to the site and not the land cost of the borrow area. Kindly confirm. Further, if the land cost is to be included, it is not practical for the bidder to assess the availability, cost incurred , willingness of land owner etc. at bidding stage.	Extra for transportation from designated borrow area is only payable.
40		IV- Bill of Quantities	77	BOQ- Civil Works of Earthen dam	Maximum lead for borrow area	B2 Embankment Construction B2.1.7 Extra for transportation of embankment Zone-1 material beyond 2.0 kms.- 3,25,000 Cum. Kindly specify the maximum lead to be considered by the bidder, for obtaining the embankment material to the site.	The lead is to be worked out from the locations of designated borrow areas indicated in the drawings attached in the bidding documents

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41		VII: Works Requirements	648	E – (i) Landscape Development Project around New Spillway		Hirakud Dam – Additional Spillway on Left bank (At new location) – Landscape Package(Phase-II): Creation of amusement park with water body& water fall in the area on right side of the spill channel between existing earthen dyke and hillock on left of Gandhi minor by utilising excavated muck from additional spillway components	We understand that the scope of work mentioned in. Part 2- section VII pg. 648, under landscape development is in Phase II and not included in current scope of work. Please confirm.	Ref, item A.18 of BOQ for details
42	2	VII: Works Requirements	3	2	Creation of Amusement park	Details of the Proposed Additional Spillway on Left Bank (In Saddle next to Gandhi Hillock)- Phase – I, are as under; Landscape development : Creation of Amusement park, landscape work guide bunds etc.	We understand that creation of Amusement park is included in Phase II and not part of current tender. Please confirm. Further if it is included in current scope of work, please provide detailed drawings, technical specifications and separate BOQ items for the same	Ref, item A.18 of BOQ for details
43	2	VII: Works Requirements	5	7. Construction Materials	Sources of material	7.1 Quarries for Coarse Aggregates - 42 Kms. (approx.) 7.2 Quarries for Fine Aggregates - 60 Kms. (Approx.) 7.3 Impervious Soil for Core of Earthen Dyke - 2 to 10 KS.(approx.) 7.4 Material for shell Portion of	We understand that the mentioned location of the stone quarry, sand quarry, borrow areas for soil given in the tender document for obtaining the rock, sand and soil are identified quarry/ borrow areas for this project and the material is tested conforming with the project requirement	The Dept. has identified quarry site for CA & FA. The contractor has to assess the availability of suitability and availability of materials from the designated quarry sites.
44	2	VII: Works Requirements	4	7. Construction Materials	Source of material	As per details enclosed at Section – VII – B(i)-Investigation data	We understand that the quarry shown on the map is an identified quarry for this project and the quarry land is under possession of Employer. The contractor is to include only applicable royalty charges. Please confirm. If the quarry land is not in the possession of the Employer, it is not possible/ practice to acquire the land by the Contractor as the quarries in this vicinity have been taken on lease by various local quarry operators during oction. Hence it is essential to provide quarry to the contractor free of cost.	Quarries for Fine & course aggregates are not under possession of employeer. The contractor to negotiate with local designated quarry owners and in case he wishes to acquire these quarry sites he has to follow Odisha Govt. Rules and regulations. Quarries of soil for earth dam / dykes are located in project area. The contractor is free to locate alternative quarry locations.

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45	2	VII: Works Requirements	4	3.2.1 Availability of land for Contractors infrastructure	Land for contractor's establishment	Sufficient project land around the proposed Additional Spillway is available with the Project Authorities & the contractor's requirement would be taken care of accordingly.	Kindly provide layout drawing showing the exact location and area of the land which will be allotted to the contractor for the set up of labour camps, site office, storage room, plants, etc. necessary for the	Will be provided
46	1	IV- Bidding form	111	Price schedule: ESHS	Project duration	Monitoring of Environmental Attributes during construction period of 36 months with test results and dated coloured digital photographic records certified by the Engineer	Please confirm Project Duration / Period of Completion. As per IFB period of completion is 30 months whereas it is mentioned as 36 months under this clause. Please confirm the correct period of completion.	30 months time for completion & environment monitoring for 36 months
47	1	IV- Bidding form	132	Form Per-2 (Cont.) Details of Manpower to be Deployed	Payment for preparation of construction drawings	Preparation of Construction Drawing Services for Hirakud Dam	There is no separate item for preparation of construction drawings in the BOQ, we request to include a separate item in BOQ for Preparation of construction drawings.	Cost of items like design and preparation of construction drawings are to be included in the BOQ rates.
48			Drawing No. HDNS-NS-112			Elevator shaft- Layout details	We understand that the construction of elevator shaft is in the scope of the contractor while providing & installation of the elevator is not in the scope of the contractor.	Providing and installation of elevator will be undertaken separately.
49					Cutting of trees		During site visit, it is observed that many trees are within the project area. We understand that the item No. A1.1 covers only Jungle/ Woody vegetation removal and not removal of trees & getting permission from the authorities. The trees will be removed / cut by the owner before the award of contract and will give an encumbrance free site to the contractor. Please confirm. If the cutting of the trees is also in the scope of the contractor then we request you to introduce a separate item for "Tree cutting" within the BOQ.	Tree cutting arrangements will be done O-WRD.

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50					Shifting of utilities	During site visit, it is observed that there are various utilities (e.g. electric lines) within the project area which need to be removed. We understand that these utilities will be removed by the Employer before the award of contract and will give an encumbrance free site to the contractor.	Utiliters will be shifted by O-WRD	
51					Dismantling & realignment of existing access roads	During site visit it is observed that many roads are crossing across the project components. We understand that the dismantling, realignment and reinstatement of existing access roads in the project area is not included in the scope of work and it will be done by the employer. Please confirm.	No permanent road is required from Contractor.	
52					Dismantling of existing structures	During site visit, it is observed that there are miscellaneous & inhabited structures present within the project area. We understand that these structures will be removed by the owner before the award of contract and will give an encumbrance free site to the contractor.	Encumbrance free site will be provided.	
53					Contour drawings on u/s of dyke	To plan the methodology for dismantling of existing dyke please provide the contour drawing on u/s side of existing dyke in reservoir area.	Has been provided subsequently.	
54					Details of coffer dam	Please provide the conceptual drawings for coffer dam envisaged by the employer.	The contractor has to plan and design the same.	
55					Month wise water level data of reservoir	Please provide month wise water level data of the reservoir for past 15 years.	To be provided on request.	
56	1	IV- Bill of Quantities	111	BOQ item no. ESS-6.0	Details of fish pond	The scope of work includes development of 10 nos. of fish ponds, please provide the detail scope of work, size and drawings.	To be provided on request.	

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57					Bore log location/ layout drawing	Please provide the location/ layout drawing for bore holes	As per applicable provisions of bid document, no change
58	3	IX – Particular Conditions (PC)	116	1 (c)	Secured advance	Secured advance for non- perishable materials brought to site Please clarify whether the secured advance is applicable for major materials like cement, reinforcement steel, structural steel, admixtures etc. Further, if secured advance is not applicable for the above major material then the use of this advance is very less/ nil. Hence we request you to modify the clause and make provision for secured advance against supply of major materials like cement, reinforcement steel, structural steel, admixtures etc. brought to site.	As per applicable provisions of bid document, no change
59	3	IX – Particular Conditions (PC)	116	1 (c)	Secured advance	Secured advance for non- perishable materials brought to site: 75% of Invoice value or Market value - lower of the two. As per the tender conditions the secured advance will be paid on 75% of invoice value, i.e. after receipt of material at site. For healthy cash flow, we request you to provide the secured advance of 75% on the Purchase order value or the estimated value and not the Invoice value.	As per applicable provisions of bid document, no change
60	1	IV- Bidding forms	124	Form EQU: Equipment declaration		The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment. A separate Form shall be prepared for each item of equipment or for alternative equipment proposed by the bidder	We understand that the list of equipments and numbers mentioned in the Form EQU are indicative and the bidder can propose the numbers, types and capacity of equipments as per his work schedule and construction methodology. Yes the list of equipment in the minimum requirement, the contractor has to propose compatible resources for execution of project area.
	1	IV- Bidding forms	117	Form: Technical proposal		The Bidder shall prepare his own schedule taking into account the resources he plans to commit to the project and his own estimates of progress of the various activities.	

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61	1	IV- Bidding forms	59	Appendix to bid: Schedule of Adjustment data	Base year for price adjustment	<p>Base year of indices is not mentioned in the price adjustment clause.</p> <p>We are considering Base year "2011-12 = 100" for all the components in the schedule of adjustment data. Please confirm.</p>	Base year is applicable as published by authority publishing the index
62	1	IV- Bidding forms	61	Appendix to bid: Schedule of Adjustment data	Source of index for Equipments & Machinery	<p>Equipment & Machinery: Source of index- The all India average whole sale price index (all commodities) (other than cement, steel, bitumen and POL), For the month preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.</p> <p>We understand that source of index mentioned as "all commodities" for Equipments & machinery is a typographical error and it shall be "Manufacture of machinery and equipment", which is a general practice. Please confirm.</p>	Agreed
63	1	IV- Bidding forms	59	Appendix to bid: Schedule of Adjustment data	Base date for price adjustment for Reinforcement steel & structural steel, products , electrodes	<p>The Source of Index for "Reinforcement Steel & Structural Steel, Products, electrodes" is mentioned as quarter preceding the date of opening of Bids while for all other components the source of index is the month preceding the date of opening of Bids.</p> <p>In line with all other components, we request you to consider the source of Index for "Reinforcement Steel & Structural Steel, Products, electrodes" as the month preceding the date of opening of bids.</p>	Agreed instead of quarter preceding read as "month preceding the date of opening of Bids"

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64	1	IV- Bidding forms	60	Appendix to bid: Schedule of Adjustment data	Base value	<p>Table A- Local currency,1. For Civil works- M - Miscellaneous & other items Base value & date- d:0.13 (Min.) & d:0.10 (Max.)</p> <p>EM- Equipment & Machinery Base value & date- d:0.14 (Min.) & d:0.10 (Max.)</p> <p>Table A- Local currency,2. For HM works- EM- Equipment & Machinery Base value & date- d:0.15 (Min.) & d:0.10 (Max.)</p> <p>M- Miscellaneous & other items Base value & date- d:0.02 (Min.) & d:0.00 (Max.)</p>	<p>The maximum base value is less than the minimum base value. We understand that this is a typographical error and will be considering as,</p> <p>M - Miscellaneous & other items Base value & date- d:0.13 (Max.) & d:0.10 (Min.)</p> <p>EM- Equipment & Machinery Base value & date- d:0.14 (Max) & d:0.10 (Min)</p> <p>Table A- Local currency,2. For HM works- EM- Equipment & Machinery Base value & date- d:0.15 (Max) & d:0.10 (Min)</p> <p>M- Miscellaneous & other items</p>	As per applicable provisions of bid document, no change
65	1	IV- Bidding forms	61 & 63	Appendix to bid: Schedule of Adjustment data 1. For cost of civil works & 2. For cost of H-M work	Base date for POL	<p>Fuel: P. O. L. (all types of consumables) The average official retail price of High Speed Diesel (HSD) at the existing nearest consumer pump of IOC. Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.</p>	<p>The base date for POL component is not mentioned in the price adjustment clause. With reference to cl. 1.1.3.1 of GCC, we consider the base date for POL (for Civil works & for HM works) as 28 days prior to the latest date for submission of the Tender.</p>	It is clarified "The official retail price of High Speed Diesel (HSD), average monthly, at the existing nearest consumer pump of IOC for the month preceding the date of opening of Bids".
66	1	IV- Bidding forms	61 & 63	Appendix to bid: Schedule of Adjustment data 1. For cost of civil works & 2. For cost of H-M work	Name and location of nearest consumer pump of IOC	<p>Fuel: P. O. L. (all types of consumables) The average official retail price of High Speed Diesel (HSD) at the existing nearest consumer pump of IOC</p>	<p>Kindly specify the location and distance of existing nearest consumer pump of IOC which will be considered for price adjustment.</p>	Approximate 5 Km.

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67	1	IV- Bidding forms	64	Appendix to bid: Schedule of Adjustment data Table C: Summary of Payment currencies	Table C Percentage of Total Bid Price (TBP): D=100xC	The formula for the calculation of the percentage of total bid price should be, D = (C/Total Bid Price) x 100. Kindly confirm. Confirmed (1) D = (C/Total Bid Price) x 100 (2) Delete the note below the table "(Table "B&D" not applicable)"
68	3	IX – Particular Conditions (PC)	114	Part-A Contract Data	Facility to convert retention money into BG Payment of Retention Money: 1 The Employer shall withhold the Retention Money of 5% of the overall Contract value in accordance with Clause 14. 3(c) of the GCC. 2 The Retention Money will be released by the Employer to the Contractor in accordance with the following condition: a. 12 months after the issue and date of the Statement of Completion the Retention Money representing 5% of the value of each of the below-listed Contract portions shall be released: i. For the Civil Works portion Retention Money amount of the Contract; ii. For the Electrical portion Retention Money amount of the Contract; iii. For the ESHS portion Retention Money amount of the Contract b. 24 months after the issue and date of the Statement of Completion the Retention Money representing 5% of the value of the H&M portion of the Contract shall be released.	As per the mentioned clause the contractor is entitled to substitute the retention amount with a guarantee for the second half of the retention amount after the first half has been released. The first half of retention money shall be released only after 12months after the completion of the work. We request you to allow the contractor to substitute the entire retention money (i.e. 5% of the overall contract value) deducted in cash, with bank guarantee immediately after the completion of the work. As per applicable provisions of bid document, no change

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69	3	VIII - General Conditions	67	14.9 Payment of Retention Money		<p>Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.</p> <p>On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money.</p>	As per applicable provisions of bid document, no change

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70	3	IX – Particular Conditions (PC)	114	Part-A Contract Data	Facility to convert retention money into BG	<p>Payment of Retention Money:</p> <p>1 The Employer shall withhold the Retention Money of 5% of the overall Contract value in accordance with Clause 14. 3(c) of the GCC.</p> <p>2 The Retention Money will be released by the Employer to the Contractor in accordance with the following condition:</p> <p>a. 12 months after the issue and date of the Statement of Completion the Retention Money representing 5% of the value of each of the below-listed Contract portions shall be released:</p> <p>i. For the Civil Works portion Retention Money amount of the Contract;</p> <p>ii. For the Electrical portion Retention Money amount of the Contract;</p> <p>iii. For the ESHS portion Retention Money amount of the Contract</p> <p>b. 24 months after the issue and date of the Statement of Completion the Retention Money representing 5% of the value of the H&M portion of the Contract shall be released.</p>	<p>As per the tender conditions 5% retention money will be held in cash from each interim payment.</p> <p>Considering the quantum of work, this will adversely affect the contractors cash flow.</p> <p>Hence we request that the accumulated retained amount shall be released in spells (say Rs.50 lakhs) during construction period it self, against submission of equivalent bank guarantee.</p>	As per applicable provisions of bid document, no change
71					Retention money		<p>As in terms of payment for HM works it is mentioned that 5% value of HM part will be paid upon completion of 24 months and in Electrical part it is mentioned that 5% value of electrical part will be paid upon completion.</p> <p>Hence we understand that 5% retention is applicable only on civil & ESHS works. Please confirm.</p>	Yes

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72	1	IFB	1		Project duration	Period of completion: 30 Calendar Months including rainy season & festival season	In view of the scope including preparation of construction drawings, construction of structures with massive quantum of works, excavation with controlled blasting, dismantling of existing dyke etc. , the project duration is inadequate. Hence we request you to modify the project duration to 42months.	30 months time
73	3	IX – Particular Conditions (PC)	118	S.N. 2: TERMS OF PAYMENT FOR HYDRO MECHANICAL WORKS	HM works	2-1 One percent (1%) of value of H M portion- After 4 months of award of main contract for H.M. portion	As there is no separate contract for civil and HM works, we understand that 1% of value of HM portion will be paid after 4 month after award of contract.	As per applicable provisions of bid document, no change
74	3	IX – Particular Conditions (PC)	118	S.N. 2: TERMS OF PAYMENT FOR HYDRO MECHANICAL WORKS	Payment for HM works	2-1 One percent (1%) of value of H M portion- After 4 months of award of main contract for H.M. portion- Initial approval of basic fabrication / construction drawings with adequate supporting documents of H.M. as required	It is mentioned that the payment of 1% of the value of H.M. portion shall be made after the approval of basic fabrication/ construction drawings. We request you to release the initial payment of 1% of the H.M. works after submission of conceptual drawings of the H.M. work.	As per applicable provisions of bid document, no change
75		IV- Bidding forms	80	BOQ- H&M I. No. 1, 2		Spillway crest radial gate with hydraulic hoists, Spillway stop logs with gantry crane & lifting beam, Instrumentation & Dam control system	The unit of measurement for this items in BOQ is in sets, requested to provide the quantity on MT basis.	The unit of measurement is as per set only
76	1	II - Bid Data Sheet	26	ITB 15.1	Payment for foreign currency	The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.	We understand that the payment of the foreign component will be in the foreign currency only, and hence there should not be any exchange risk to be borne by the successful Bidder.	As specified in ITB clause 15.1

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77	1	IV- Bidding forms	66	BOQ- Preamble A, A1.1	Design & approval	Present B O Q is with quantity based on drawings for tender/ bidding purpose, The actual site works shall be carried out by Contractor based on detailed construction drawings prepared by Contractor / his "Specialist for preparation of Drawing" and as approved by Engineer	It is mentioned that the quantities given in BOQ are for tender purpose only and the work is to be carried out with respect to detailed construction drawings provided by the contractor. Kindly confirm whether designing is in the scope of the contractor.	The design is in contractor scope of work & cost of design & preparation of construction drawings shall be included in rate quoted .
78	1	IV- Bidding forms	66	BOQ- Preamble A, A1.1	Preparation of construction drawings	Present B O Q is with quantity based on drawings for tender/ bidding purpose, The actual site works shall be carried out by Contractor based on detailed construction drawings prepared by Contractor / his "Specialist for preparation of Drawing" and as approved by Engineer	We understand that the "preparation of construction drawing" includes detailed design and preparation of drawings and getting the approval from the Engineer. Kindly confirm.	Yes
79	2	VII: Works Requirements	84	1.5 Power Supply	Location of source of electric power	For construction power and power for workshop, site office and colonies, the contractor will be permitted to draw power from the nearby transformer at dam site.	Kindly specify the exact location for drawing permanent power as required for the operation of the works.	33 KV line is at a distance of 3 Km approximately from work site. The contractor has to arrange for drawal of power from it at his own cost from utility company.
80	1	II - Bid Data Sheet	27	ITB 22.1	Submission and Opening of Bids	16.11.2017 at 11.30 Hrs	Considering the complexity of the work, we would request you to provide atleast 4 (four) weeks from the date of issuance of pre-bid clarifications. We would request you to please extend the date of bid submission accordingly. <u>Please confirm</u>	Not acceptable
81	1	Sec - IV	70 - 113	BOQ	Amount		Unit of Amount has been mentioned as "Rs in lakhs" and "Rs" . Unit need to be uniform across the price bid to avoid any confusion.	Unit is in Rupees.