

Replies to Pre-bid Queries

IFB No. 2/ CE (R&B) NABARD, LWE & NDB/ 07/APRBRP & APMCRCIP/ 2020-21, Dated: 03-08-2020

Package No. KRI/ APRBRP/ 1 (Krishna District)

PRE-BID CONFERENCE HELD ON DATE 31-08-2020 at 11.00am

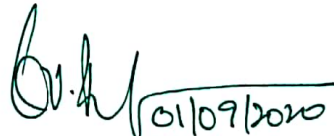
A) REPLY TO BIDDERS' QUERIES

S. No	Reference of RFP/ Conditions of Contract	Bidders' Query/ Suggestions	Reply
1	Pg. No.6 of 617 Section I: Instruction to Bidders	Bid Security Rs. 4,67,94,095. <i>Kindly accept the bid security to the extent of 1% of the Estimate vale instead of 2%</i>	The Bid security amount shall be as per Clause 17.1 of Bidding data sheet. Conditions of Contract is approved by NDB and reviewed by AP Judicial Preview. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.
2	Pg. No. 95 of 617 Section VI: Special conditions of Contract; Ref. Cl. No. GCC 51.1	<u>Mobilization Advance</u> : 5% of the Contract Price <u>Equipment Advance</u> : 90% for new and 50% of depreciated value of old equipment. Total amount will be subject to a maximum of 5% of the Contract price. Interest on the Advance Payment shall be charged @the rate of Bank Rate +2%. <i>Kindly provide the interest free mobilization /equipment advance</i>	No change in Clause No. GCC & SCC 51.1 as the Conditions of Contract will prevail as approved by NDB and reviewed by AP Judicial Preview. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.
3.	Pg. No. 95 of 617 Section VI: Special conditions of Contract;	<u>Secured Advance</u> : Nil. <i>We request you to provide secured advance to the extent of 80% of quoted value for all no perishable materials.</i>	No change in Clause 51.4 (3) of SCC as the conditions of contract were approved by NDB and reviewed by AP Judicial Preview. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.
4.	Pg. No. 79 of 617, Cl. No. 48, Section VI: Special conditions of Contract	<u>Retention Money</u> : On completion of the whole of Works, half the total amount retained shall be repaid to the Contractor. One fourth at the end of 2 nd year of maintenance period (on issue of DLC) and the balance one fourth at the end of 3 rd year of maintenance period. On completion of the whole Works, the Contractor may substitute retention money (balance half) with an -ondemand Bank Guarantee. <i>Kindly release the total retention money after completion of the Project. Also kindly allow us to substitute the retention money with the Bank Guarantee during Construction period on</i>	No change in Clause 48 of GCC as the Conditions of contract were approved by NDB and reviewed by AP Judicial Preview. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.

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		<i>accumulation of Rs. 1.00 Crore .</i>	
5.	Pg. No. 95 of 617 Section VI: Cl. No. GCC 49.1 Section VI: Special Conditions of Contract	<p>Delay damages for the Works : Contractor shall pay the Liquidated damages @ 0.05 % per of the cost of mils stone work For Milestone -1 : Rs. 1,16,986 per day For Milestone -2 : Rs. 2,33,971 per day For Milestone -3 : Rs. 3,50,956 per day For Milestone-4 completion of whole of the work Rs. 4,67,941 per day. The maximum amount of Liquidated Damages for the whole of works is 10% of the contract Price. Kindly restrict the liquidated damages to 0.01% per week subject to maximum of 5% of Contract Price.</p>	<p>No change in Clause 49.1 SCC as the Conditions of contract were approved by NDB and reviewed by AP Judicial Preview.</p> <p>IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.</p>
6.	Pg. No. 75 of 617 Section VI: Cl. No. GCC 43 Section V: Conditions of Contract	<p>Payment: The Employer will pay the Contractor the amounts certified by the Project Manager within 60 days of the date of each certificate. No interest will be paid for the delay in payment. <i>Request to pay interim bill payment within 15 days from the date of submission of RA bill</i></p>	<p>No change in Clause 43.1 of GCC as the Conditions in of contract were approved by NDB and reviewed by AP Judicial Preview.</p> <p>IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.</p>
7.	Bid Document , Pg. No. 90 of 617/ GCC 14.1	<p>Site Investigation Reports : Site Investigation Reports are: None <i>Request you to provide the Site Investigation Reports for better understating of soil conditions.</i></p>	<p>Please Ref. Clause 8.1 of ITB "Site visit"</p>
8.	Bid Document , Pg. No. 90 of 617/ GCC 16.1	<p>Maintenance Charges: Ordinary maintenance specifications for a period of 5 years commencing from the date of completion certificate. No maintenance charges shall be paid for the Defects liability period of 2 years and maintenance charges shall be paid at a uniform rate of 0.5% of Contract Price per annum for the balance three years. <i>Request you to pay maintenance charges as per standard NHAI EPC model terms i.e.</i></p> <ol style="list-style-type: none"> 1. <i>For Flexible pavement including structures: No maintenance charges for the first year; 0.5% of Contract Price each for the second, third and fourth year: and 1% of the Contract price for the 5th year.</i> 2. <i>For rigid pavement including structures: 0.25% of the contract Price each for the first , second and third year ; 0.50% of the contract Price each for fourth and fifth year</i> 	<p>Please refer Clause 16.1 of SCC as the Conditions of contract were approved by NDB and reviewed by AP Judicial Preview.</p> <p>IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.</p>

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9.	Bid Document, Pg. No. 97 of 617/ GCC 58.2	Withheld for failing to produce -As built drawings: The amount to be withheld for failing to produce -As built drawings by the date required in G.C.C. 58.1 is 1 Million (INR) <i>Kindly restrict the amount towards as built drawings to Rs. 1 lakh.</i>	Please refer Clause 58.2 of SCC as the Conditions of contract were approved by NDB and reviewed by AP Judicial Preview. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.
10.	Bid Document, Pg. No. 94 of 617 Cl. No. GCC 35.3 Section VI: Special conditions of Contract.	Defects Liability Period : 730 days <i>Kindly restrict the DLP to one year</i>	Please refer Clause 35.3 of SCC as the Conditions of contract were approved by NDB and reviewed by AP Judicial Preview. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.
11.	S.No. 73 Section IX: BILL of QUANTITIES	Grade of Concrete: For Minor Bridge Works : Pile CAP M-35 Grade Using Batching Plant : Vibrated cement Concrete M-30 Grade using 20 mm & 10 mm HBG crushed stone aggregate. <i>Kindly confirm the grade of concrete , whether it is M-35 or M-30</i>	It is typographical error. The grade of concrete may please be read as M-35.
12	Clause 17.1 Bidding Data	EMD (Bid Security) 2%, whereas in all the funding projects, the Bid security is 1% only , So requesting to reduce the EMD/ Bid security cost to 1% instead of 2%.	Please refer Clause 17.1 of ITB & BDS
13	Clause 5.5 A Bidding data	Annual Financial turnover : Not less than 100% ECV value at 2020-21 price level incase JV Lead partner shall achieve Annual Financial Turnover not less than 50% of ECV value at 2020-21 price level Other partner shall achieve Annual Financial Turnover not less than 50% of ECV value at 2020-21 price level. Where as in all the funding projects Annual construction Turnover -The Bidder should be achieved 100% of ECV value in at least in one financial year in the last 5 years. Incase JV, lead partner should be achieved 50% of ECV in at least in one financial year in the last 5 years , other partner should be achieved 50% of ECV in at least in one financial year in the last 5 years, so requesting to change or clear the wording accordingly , updated to the price level of the year at the rate of 5% per year	Eligibility criteria is approved by NDB and reviewed by AP Judicial Preview. Please refer Clause 5.5 A of ITB & BDS. IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.

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14	Clause 5.5 A Bidding Data	<p>Similar working value : Completion of one similar work of value 80% of ECV at 2020-21 price level In case of JV Lead partner shall complete one similar work of value 40% of ECV at 2020-21 price level Other partner shall complete one similar work of value 40% of ECV at 2020-21 price level</p> <p>Whereas in all the funding projects one similar work - The Bidder should be completed one similar work which is 50% of ECV at 2020-21 price level in the last 5 years ,in case of JV , lead partner should be completed one similar project which is 25% of the ECV at 2020-21 price level in the last 5 years. Other partner should be completed one similar project which is 25% of the ECV at 2020-21 price level in the last 5 years with weightage 5% , So requesting to change accordingly.</p>	<p>Eligibility criteria is approved by NDB and reviewed by AP Judicial Preview. Please refer Clause 5.5 A of ITB & BDS.</p> <p>IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.</p>
15	Clause 5.5 B Bidding Data	<p>Availability of Credit facilities/Credit line certificate/Bank Certificate - for Rs. 29,24,63,093 (i.e. 12.5% of ECV value) , whereas in all the funding projects they are asking Credit facilities Bank Certificate for 10% of ECV only, so requesting to change accordingly.</p>	<p>Eligibility criteria is approved by NDB and reviewed by AP Judicial Preview. Please refer Clause 5.5 B of ITB & BDS.</p> <p>IFB Clause 3 (d) of Bid documents clearly indicates that Pre-Bid meeting is to clarify only to the extent not covered by Judicial process. As such request cannot be considered.</p>


 01/09/2020
 for Chief Engineer (R&B),
 NABARD, LWE & NDB