

HQ/EN/WC/Bridges/D&B/1

Dated: 1.08.08

Minutes of the of Pre Bid Meeting for Tender No. HQ/EN/WC/Bridges/D&B/1 dated 10.07.08 for Design and Build tender for Important and Major Bridges on Vaitarna- Utran section of Western Freight Corridor held on 28.07.08

A Pre-bid meeting in connection with above tender was held at New Delhi on 28.07.08. The meeting was attended by prospective bidders and officials of DFCC. Remarks of DFCC on important issues raised are given as under

S N	Suggestion/ query	Remarks of DFCC
1	As per clause 17.1 and 17.2 I of ITB, the bid security (i.e 1% of the Estimated tender cost) Rs. One Crore from which shall be in the form of either a Banker's cheque, crossed Demand draft, Fixed Deposit Receipt issued by a Nationalized Bank. In place of the same we recommend that the complete amount should be in the form of Bank guarantee.	This is in confirmation to DFCC's present policy in this regard being adopted for all the tenders. No change has been accepted.
2	Please confirm whether DFCC is going to allot land for setting up the contractor's construction depot, batching plant, casting yard Reinforcement yard etc. including site establishment free of cost.	DFCC shall not be acquiring any additional land for these activities. However, wherever such land is available it will be made available at discretion of DFCC. Apart from other provisions of tender, Clause 4.12, 4.13 and 4.16 of GCC lay down the norms in this regard.
3	The mobilization advance / advance against plant and machinery have been kept to be returned with 5% interest per annum, we recommend the same should be interest free. In case the same is not done kindly confirm whether the same is compounding interest or simple interest.	This is in confirmation to DFCC's present policy in this regard being adopted for all the tenders. The interest shall be simple interest. Refer to Sr No 1 of Addendum and Corrigendum No. 1.

4	DFCCIL may kindly confirm whether the land for access to the bridge site shall be made available to the contractors or they shall build up its cost in their offer.	DFCC shall not be acquiring any additional land for this purpose. However, wherever such land is available it will be made available at discretion of DFCC. Apart from other provisions of tender, Clause 4.12 and 4.13 of GCC lay down the norms in this regard.
5	As per the clause no 37.1 of Bid Data Sheet, Standard form and amount of performance security shall be equal to 8% of the Contract Price in the prescribed form in Section VI. The Bank Guarantee shall be payable at New Delhi issued from Nationalized / Scheduled bank at New Delhi valid up to 6 months beyond expiry of Defect liability period. We instead recommend that the same should be reduced to 5% and also that the period be shifted only up to the defect liability period and not six months after that.	Performance Security and Retention money is in confirmation to DFCC's present policy in this regard being adopted for all the tenders. The interest shall be simple interest. However, the total security is not more than 10% as the Bid Security shall be refunded on signing of Agreement and submission of Performance Security (Clause 17.5 of ITB). No change in Performance Security has been accepted. Period of six months beyond Defect Liability Period for validity of Performance Security will be reduced to two months beyond the Defects liability Period. Refer to Sr No 2 of Addendum and Corrigendum No. 1.
6	As per clause no 13.3 C of section-VII, The proportion of Payment Retained (Retention Money) shall be 2 % from each running bill subjected to a maximum of 2% of the Contract Price. We recommend that the same may be reduced to 1% (in case the performance security is not reduced from the existing 8%) so as to make the total deductions equal to 10% (i.e. 1% bid security+8% Performance security + 1% retention money).	
7	As per clause 14.6 of GCC part -1 section –IV, <i>“The Contractor shall not be entitled to any claim or compensation, whatsoever upto a limit of + (plus) – (minus) 25% on the Contract Price excluding Price Variation as provided for in Sub-clause 14.7 of the Particular Conditions.”</i> We	Refer to Sr No 3 of Addendum and Corrigendum No. 1.

	interpret the same as “The Contractor shall not be entitled to any claim or compensation, whatsoever upto a limit of + (plus) – (minus) 25% on the rates mentioned (including the increased or decreased in the ratio of Contract Price to Estimated Tender) for variations in major components of works mentioned in schedule-B of Vol-II excluding Price Variation. <i>Pl clarify.</i>	
8	<i>The schedule-D of Vol-II, the rates of item no-6 i.e. <u>Supply and erection of apparatus cases including supply preparation and fixing of all materials and termination of cables in the apparatus case</u> have not been mentioned. Pl add the same.</i>	Refer to Sr No 4 of Addendum and Corrigendum No. 1.
9	Payment for shifting the Un-chartered civil utilities e.g. pipelines etc. have not been included in schedule-D of Vol-II.	It is difficult to list all such activities. Rates for such utilities shall be mutually decided.
10	Pl refer clause no-20.6 volume-1 section-IV of GCC part-1 providing for appointing the arbitrators we do not accept the concept of choosing the arbitrators from DFCC officers for. We request to amend the clause to read as the arbitration will be carried out as per the Indian Arbitration and conciliation act 1996 with the panel of 3 arbitrators one each will be nominated by each party and the presiding arbitrator will be chosen by the nominated arbitrators.	Refer to Sr No 5 of Addendum and Corrigendum No. 1.
11	This being the tender purely for the design and construction of bridges, the effort to be made in the design will be large and we therefore request that the payment for the design may be increased from the existing 2% to 4% of the contract value.	The payment after design activity is adequate. No change has been accepted.

12	For Technical Qualification experience of BOT Projects will be considered or not?	Refer to Sr No 6 of Addendum and Corrigendum No. 1.
13	Clause No.3(vi),3(v) on page 15 of section v, volume 1- Employer Requirement - The approval clearance from the concerned authority should be obtained by DFCC to save upon the time	DFCC shall assist in all such approvals. No change has been accepted.
14	Clause No. 2.3 on page NO.12 of section iv, volume 1- Expenses for taking approval- All the expenses incurred for taking any type of approval from the concerned authority should be reimbursed by DFCC against Documentary evidences.	Such cost is included in Contract Price. No change has been accepted.
15	Clause NO. 13.7 on page NO.41 Of section iv of particular conditions of contract, volume 1 – interim payment certificate - The balance 20% amount should be released within 10 days from the date of preliminary certification of the bill by the Engineer. The interest on unpaid amount may please be at the rate of SBI PLR plus 2% per annum or 10% per annum whichever is higher.	It has been kept 28 days to ensure proper scrutiny and avoid future disputes. No change has been accepted.
16	Appendix 10 on Page No.86 of Section V, Volume 1- Approved Manufacturer/ Supplier- The only approved manufacture / supplier for reinforcement coupler has been indicated as Dextra. Alternate supplier/manufacturer may also be included in this list.	Alternate supplier can be approved by DFCC if in case of difficulty in availability in market. No change has been accepted.
17	Clause No.4.19 page No.20 of section IV of General conditions of contract, volume 1- Electricity , water & Gas- The contractor should be allowed to use the water & Electricity wherever available with DFCC on chargeable basis	DFCC does not have any such availability. No change has been accepted.

18	Clause No.8.6 on page NO.9 of section VI of particular condition of contract, volume 1- liquidity damages for Delay/ Bonus for Early completion - The rate of Liquidated Damages & Bonus for early completion shall be kept same at the rate of 0.10% of the contract Value for each week or part there of	No change has been accepted.
19	Clause No.13.2 on page No.38 of section 6 of General conditions of contract Volume I interest in case of delay in Repayment of Advances- The rate of interest chargeable on advances should not be charged for delay in the progress due to reasons not attributable to the contractor. In fact no interest should be charged on the advances for the period lost due to reason unforeseen & beyond the control of contractor.	No change has been accepted.
20	Clause No.14.7 on page No. 11 of section IV of General condition of contract, volume 1 – price Adjustment for cement component- The base index adjustment on account of variation in price of cement should be the Actual price of cement prevailing on date of submission of Bid. Similar the operative index should be the Actual price of Cement for the period under consideration as applicable in case of adjustment for steel components.	Different brands of Cement have different rates for different quantities of supply. No one uniform rate published regularly and representing changes in the rates of different Cement brands is known. RBI index has, therefore, been considered to be the best indicator.
21	Clause No.14.7 on Page No.11 of Section IV of Special condition of Contract, volume 1 – Base, Current & provisional indices- The Base Cost indices should be those as prevailing on the closing date of submission of the Bid.	No change has been accepted.
22	Clause No.6 on Page No.5 of Section 1, Volume 1 – Date of submission	A lot of survey and sub surface data and even GADs based on Employer's due diligence has been provided. The Date of

	of Bid- The Date of submission of Bid may kindly be extended by 4 weeks to enable the contractors to carry out detailed site visit, before submitting the offer.	opening has accordingly been kept one month and one week after pre bid conference, which is adequate time for an experienced Contractor.
23	Secured Advance: We request Department to provide Secured advance equivalent to 90% of assessed value of material brought at site.	No change has been accepted.
24	EMD / Bid Security (Refer Cl. 6.4 page No.5 IFB Vol-1 and Cl. 17.2 page No.13 ITB Vol.1): Please confirm validity period of Bid security whether it is 150 days or 165 days.	It shall be 165 days. Refer to Sr No 7 of Addendum and Corrigendum No. 1.
25	No. of trees & types may please be furnished (Coming in the alignment and to be cut)	Since large number of trees are not coming in way, the bidder may like to collect details on his own.
26	Please furnish complete bed profile as well as HFL/LWL OR Tidal variations as applicable for bridges.	Bed profile and HFL information has been given in the tender document. Further information required is to be collected by the tenderers.
27	Demolishing and reconstruction of Railway structures infringing the DFCC alignment please furnish the details.	The information collected as per due diligence of the Employer has been made available in the Tender Documents (Chartered utilities and GADs). The tenderers may further verify based on their due diligence.
28	Bidders be allowed to choose type and configuration of superstructure best suited to them without changing the formation level etc.	This will be covered under Clause 14.2 (Value Engineering) of GCC.
29	No restriction on shape of pile cap be imposed.	Refer to Sr No 8 of Addendum and Corrigendum No. 1.
30	Site visit (clause no.8 page no9 ITB Vol. I): We suggest that a proper site visit arranged by Department for the benefit of all the bidders.	Sites are accessible and can be visited by the tenderers. Joint visit is not considered necessary.
31	Land Acquisition: Land acquisition (Temporary/ permanent works)	Land for starting work on many bridges is available and the

	shall be done by Department (DFCC) before the work is awarded to the contractor. The contractor should be compensated in case the land is not made available by DFCC as per schedule of work, as it is extremely difficult now to remobilize after demobilization of site establishment	details have been provided in the tender. DFCC is in the process of acquiring land and it will be made available as the work progresses. No compensation other than extension has been agreed to. No change is required in tender documents. Bridge wise availability of land has been added in the tender documents. Refer to Sr No 9 of Addendum and Corrigendum No. 1.
32	Job completion period: we request the department to extend the completion period project from 30 month to 36 months.	It has not been accepted.
33	Clearances /Approvals /NOCs: in order to complete the project within stipulated period, we request department to arrange the applicable clearances/approval/NOCs from the concerned authorities prior to the award of work.	It has not been accepted.
34	Tender submission date: since the tender is based on “Design & Construction under lump sum contract” and the tender estimate is to be based on pre-tender design, we request you to extend the tender submission date by 02 month from the date of issue of tender clarifications to the pre-bid queries.	A lot of survey and sub surface data and even GADs based on Employer’s due diligence has been provided. The Date of opening has accordingly been kept one month and one week after pre bid conference, which is adequate time for an experienced Contractor.
35	The clause “Lead Member shall satisfy the eligibility requirements as stated at Sub-clause 5.2.1 ii and 5.2.1 i (b) in this section.” This may please be replaced with “Lead Member shall satisfy the eligibility requirements as stated at Sub-clause 5.2.1 i (a), 5.2.1 i (b) and 5.2.1 ii (a) in this section.”.	No change has been accepted.

	It is requested to exclude 5.2.1.ii (b) from the compulsory requirements for becoming Lead Partner.	
36	<p>Please confirm that Service Tax will be reimbursed separately on actual cost basis as in the case VAT.</p> <p>Please Confirm whether the exemption of Excise / Custom Duty for procurement of Plant and Machinery, is available for this contract or not.</p> <p>Please Confirm whether the exemption of Excise / Custom Duty for procurement of Construction Materials, is available for this contract or not.</p>	Regarding Service tax, no change has been accepted in tender documents. Regarding exemption of custom and excise duty, at present there is no such exemption. However, if any exemption is received in future, provisions of GCC para 13.1 (c) will prevail.
37	The Retention Money deducted from monthly bills may be allowed to be converted in Bank Guarantees in lot of Rs. 25 Lakhs each.	Accumulated Retention Money will be permitted to be replaced by a bank guarantee at the end of each financial year. Refer to Sr No 11 of Addendum and Corrigendum No. 1.
38	“VSL Pre-stressing System” may please be added in the list of approved vendors for Pre-stressing Systems.	Accepted. Refer to Sr No 12 of Addendum and Corrigendum No. 1.
39	Balance payment on acceptance on work is kept as 5%. This makes the total Retention Money to 7% (as 2% is deducted under clause 13.9). It is suggested to keep the Balance payment on acceptance as 3% in place of 5% and increase 2% in Serial no. 14 i.e. Pre-casting of PSC Box Girders.	The balance payment is not retention money as it is to be paid after completion of each bridge. No change has been accepted.
40	As per the tender specifications, the PILE size is specified as 1.2 Mts. If the designs permit for 2 m dia then it can be economically worked out for a speedy and smooth work You are requested to throw more CLARITY on DESIGN aspect, as it is in the purview of the	The minimum diameter specified is 1.2 m. It can always be more.

	CONTRACTOR.	
41	<p>We request you to ISSUE the completion Certificate as soon as INDIVIDUAL / EACH bridge is completed rather than waiting until the completion of the PROJECT, as this activity is independent.</p> <p>Defect Liability Period should also commence from the day the INDIVIDUAL/EACH bridge is handed over instead of waiting until the completion of the PROJECT.</p> <p>Liquidated Damages – Liquidated Damages should be on the Balance of work instead of putting on the Total Project Cost.</p>	<p>Taking over certificate will be issued separately for each bridge. However, the Defect Liability for the entire work will start together. No change in LD has also been accepted.</p>
42	<p>Clarification required on para 2(b) (iii) of Employer’s requirements - Design.</p>	<p>It is clarified that the tests and trials are for Design parameters like Geo tech investigations etc whereas selection of materials and equipments is to finalise the specifications of materials and equipments to be used.</p>
43	<p>Clarification required on para 4.2(b) (vii) of Employer’s requirements - Design.</p>	<p>It is clarified that the unchartered utilities known up to that stage are to be covered. The balance can be covered as and when these come to knowledge.</p>
44	<p>Fossils (Clause 4.24, Pg 21, GCC)- it is requested that monetary compensation also to be provided along with suitable extension of time.</p>	<p>It has not been accepted.</p>
45	<p>Access to and possession of site (clause 2.2, pg 12, GCC)- it is requested that monetary compensation also to be provided along with suitable extension of time.</p>	<p>It has not been accepted.</p>

46	Arbitration (Clause 20.6.5 (ii), Pg 66 GCC)- The request is for the interest payment from the day when payment is actually due.	It has not been accepted.
47	Change in Legislation (Clause 13.16, Pg 44, GCC and Clause 13.16, Pg 9, PCC)- Provisions of this clause may be applicable to change in any law.	It has not been accepted.
48	Notice to Proceed (Clause 8.1, Pg 21, See VII, Appendix to Tender)- Within how many days from the issue of Letter of Acceptance shall the Notice to Proceed be released?	It will be one week after submission of Performance Security. Refer to Sr No 16 of Addendum and Corrigendum No. 1.
49	Price Variation (Clause 14.7, Pg 50, GCC)- We request to delete “In case of dispute or absence of mutual agreement, P ₀ and P ₁ will be taken as Index numbers for Wholesale Prices in India (II) Fuel, Power, Light & Lubricants (B) Mineral Oils as published in RBI Bulletin for the respective days.” But Add.... “In case of dispute nearest manufacturer rates be considered.”	It has not been accepted.
	Price Variation (Clause 14.7, Pg 51, GCC)- We request to delete “In case of dispute or absence of mutual agreement, ST ₀ and ST ₁ will be taken as Index numbers for Wholesale Prices in India (III) Manufactured Products (J) Basic metals, Alloys & Metal Products (a) Basic Metals & Alloys – al – Iron & Steel as published in RBI Bulletin for the respective days.” But Add.... “In case of dispute nearest manufacturer rates be considered.”	It has not been accepted.

50	Excise Duty if levied for Pre cast units in casting yards should be reimbursed by DFCC.	It will not be reimbursed.
51	Clause 14.7 Section IV, Volume I-Values of K1,K2,K3,K4,K5 are given in percentages and in the formula they are divided by 100. Please Clarify, if the K1/100 is the value given in the table	It is clarified that K1, K2, K3, K4, K5 are the absolute values to be taken from the table. Refer to Sr No. 19 of Addendum and Corrigendum No. 1

S K Raina
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