

Response to Pre -Bid Queries Dated 06.10.2017

Pre -Bid Meeting held on 06.10.2017 in the office of Chief Project Manager, DFCCIL, Varanasi

Tender Notice No. MGS/03/2017-2018/4-ROB/Bihar/205 Dated 16.09.2017

Name of Works - Construction of Railway Spans and adjacent Viaduct Spans of 04 Nos. ROBs (excluding approaches) in lieu of level crossing No. 41/C/E at IR Chainage 569/19-17 between Karwandia-Sasaram (clear span 1x60 M + 1x18 M), No. 46C/T IR Chainage 581/1-3 Kumhau-Shivsagar (clear span 1x18 M 1x60 M + 1x18M), No. 49C/T IR Chainage 586/21-23 Shivsagar-Khurmabad (clear span 1x18 M 1x60 M + 1x18M) and No. 50 C/E IR Chainage 588/25-27 Shivsagar-Khurmabad (clear span 1x18 M 1x60 M + 1x18M) of Mughalsarai division of East Central Railway

The Pre-Bid Meeting was attended in following participants:

1. M/s SECIL - HMM JV, Panchkula

A. Response to queries of M/s SECIL - HMM JV, Panchkula

S. No	Clause No	Page No of Tender Document	Tender Clause	Bidders Query	DFCCIL Response
1	4.1.1.1	179 of 225	<p>As per the contract agreement Chapter IV MILESTONES AND TIME SCHEDULE Clause No. 4.1.1.1 Time of start and completion: The time allowed for execution of the works is 18 (Eighteen Months) from the date of issue of letter of acceptance from DFCCIL.</p> <p>As per the provisions of Contract Agreement under General Conditions of Contract Clause 17 - A (iii) Extension for delay due to DFCCIL : the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.</p>	<p>Contractor faces following major hindrances:</p> <ol style="list-style-type: none"> I. Non - availability of land required for construction activities. II. Shifting of Underground Signal & Telecom Cables. III. Shifting of Overhead Electric Lines. IV. Delay in Permission to Block Traffic to start work at existing level crossings. V. Delay in Issuance of Good for Construction Drawings or due to revision in drawings and approval of site layout. VI. Removal / Dismantling of encroachments from ROW of ROB portion. VII. Due to delay in permissions to work 	<p>No change. Provisions of Bid Document shall prevail.</p>

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				<p>near Railway Track.</p> <p>VIII, Due to delay in availability of Survey Data from Approaches work contractor</p> <p>Though extension in time period for completion of work can be granted for above stated hindrances, the delay also causes enormous amount of losses to contractor in shape of Idling of Machinery, Manpower and Raw Material and loss of Opportunity.</p> <p>Therefore it is requested that, either the date of start be issued after clearance of all the site hindrances / infringements or financial compensation to contractor for delay due to hindrances / infringements attributable to the client be fixed. This will help in making realistic assumption of Bid Price thus making the Financial Bids more fair and competitive</p>	
2	GCC Clause 46-A PRICE VARIATION CLAUSE:	54 of 225	<p>Formula for calculation of Amount of price variation in Steel is as follows: (iv) $S = SW \times (SQ - SB)$ Applicable for Schedule C-II. No other PVC shall be paid on Schedule C-II SW : Weight of steel in tonnes supplied by the contractor as per the on accounts bill for the Month under consideration. SQ: SAIL's (Steel Authority of India Limited) ex-works / ex plant price plus excise duty there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing rate on the first day of the month in which the steel was purchased by the contractor or as prevailing rate on the first day of the month in which the steel was brought to the site by contractor whichever is</p>	<p>Whereas major Steel Consumption items are as follows:</p> <p>I. Supply, fabrication and erection of Welded type BOW STRING girders of required span BOW STRING girder of span more than 45.7 m.</p> <p>II. Supplying of all types of structural steel conforming to Fe410 Bof IS:2062, fabrication, assembling, erection/slewing/end launching of steel girders.</p> <p>Therefore, Price Variation for any item comprising of Steel / TMT/ Steel Plates should be calculated as per Formula for calculation of Amount of price variation in Steel.</p>	No change. Provisions of Bid Document shall prevail.

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			<p>lower. In case there is no notification by SAIL for the month under consideration, the price of steel as notified in the last available month is to taken.</p> <p>SB: SAIL's Ex- works price plus excise duty there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of month in which the tender was opened.</p>							
3				As per the Price Variation Clause it is specified that Base Price of Material shall be as prevailing on the first day of the month in which the tender was opened. Kindly specify; tender opened date will be the date of opening of Technical Bid or the Opening of Financial Bid.	Since both Technical and Financial Bids are being submitted simultaneously before due date, the date of opening of Technical Bid shall be treated as Base Date for PVC Calculation.					
4.	Financial Bid (NS-3)	Packet B Page 6 of 20 & Page 14 of 20	<p>As per the Financial Bid Payment Schedule for Item in Schedule A (NS - 3) and Item in Schedule B VII (USSOR-2012ECR) 211010. Payment Schedule is as follows:</p> <table border="1"> <tr> <td>Payment Schedule:</td> </tr> <tr> <td>(i) Material at site - 40%</td> </tr> <tr> <td>(ii) Fabrication at site - 15%</td> </tr> <tr> <td>(iii) Erection/Launching - 20%</td> </tr> <tr> <td>(iv) Completion incl. painting & finishing - 25%</td> </tr> </table>	Payment Schedule:	(i) Material at site - 40%	(ii) Fabrication at site - 15%	(iii) Erection/Launching - 20%	(iv) Completion incl. painting & finishing - 25%	Payment schedule in case of RDSO approved fabrication is not specified, secondly painting & finishing is done before erection / launching therefore payment schedule for painting & Finishing should be provided before Erection / Launching.	Please refer Corrigendum No. - 1.
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5	Technical Specification 2.4.5 STAGE PAYMENT FOR STRUCTURAL STEEL, Clause 2.4.5.2 (ii)	Page 125 of 225	It is stated that <i>the quantities of steel shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time. The payment will be restricted to a maximum of 30% of the schedule quantity at any point of time..</i>	Keeping in view that work will be jointly executed at 4 No. sites and launching of Girders for each site will be planned jointly for all spans. Any such condition to restrict payment to a maximum of 30 % will affect the Cash flow of Contract and hamper the Progress of all sites. Therefore such limit on	Please refer Corrigendum No. - 1.					

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				schedule payment shall not be applicable.	
6			Price Variation due to change in Price of Aggregate and Sand: Price Variation for Aggregate and Sand should be calculated on the basis of actual Invoices and not on the basis of the Price Indices.		No change. Provisions of Bid Document shall prevail.
7	G.C.C clause 16.(1)	Page 37 of 225	Earnest Money Deposit: As per the G.C.C clause 16.(1) Earnest Money deposited by the Contractor with this tender will be retained by the Railways / DFCCIL as part of the security. Considering that 5% Performance Security is submitted at the time of Signing of Contract Agreement and remaining 5% is retained as 10% Retention Money from Each Bill which is fully retained on completion of 50% of Contract Value.	Therefore for improve the Cash Flow of Contractor at initial stage of project, Earnest Money may kindly be released after submission of Performance Security	No change. Provisions of Bid Document shall prevail.
8	Technical Specifications clause No. 2.4.2.3 (Steel) and 2.1.4.4 (Cement)	Page 124 of 225 & Page 90 of 225	For Steel : The Contractor shall arrange to carryout additional tests on physical properties of steel for every 50 metric tonne (t) of steel and for every change in lot / batch for reinforcement steel and structural steel at his cost. No extra payment will be made for conducting such tests and the agreemental rate is inclusive of above testing charges. And For Cement: The Contractor shall arrange to carryout above tests for every 100 Tonnes of cement and for every change in lot/batch and the same shall be submitted to the DFCCIL and take approval of the DFCCIL before using in work. No extra payment will be made for conducting such tests.	Whereas, due to nature of project and 4 No. sites are involved procurement of material will be done in small batches, that too will include material of different lots due to change in required Diameter of Steel TMT or planning of Casting thus resulting in purchase from various lots of Manufacturer. It is requested that Third Party Testing of Material be limited for every 50 Metric tonne for Steel and every 100 Tonnes for Cement. This will help in calculation of Third Party Testing required for the Project, which will enable contractors to calculate accurate costing of Third Party Testing thus making the Financial Bids more fair and competitive.	No change. Provisions of Bid Document shall prevail.