

REPLY TO PRE-BID QUERIES

Ames-5

Sl. No.	Tender Clause No.	Existing provision	Queries raised by the bidder	HDC's reply
1	Cl. No :-9 DRAWINGS, Pg.No - SC-7	<p>The referred clause reads as follows;</p> <p>Tender drawings are for providing an indication of the nature and extent of the work and are tentative. The actual work will have to be executed without any reservations at accepted rates as per final detailed drawings, which would be made available by the Engineer at an appropriate time.</p> <p>The Engineer can modify the drawings at any time during the contract period for successful completion of the work. Working drawings as and when necessary, shall be provided by the Contractor and got approved by the Engineer.</p>	<p>The Bidder requests the Employer to add the following para at the end of referred clause;</p> <p>The Employer shall issue Good for Construction Drawings (GFC) to the Contractor as and when required in line with the construction schedule submitted by the Contractor and approved by the Employer. If the Contractor suffers delay and incurs cost as a result of delay in issuance of drawings and/or instructions by the Employer then the Contractor shall entitle to:</p> <p>a) any extension of time and b) the amount of such costs, which shall be added to the Contract Price</p>	<p>Clause no. 9 of SC-7 shall prevail</p>
2	Cl. No :- 15, CONTRACTOR'S SITE OFFICE, STORE SHEDS ETC, Pg.No - SC 8	<p>The referred clause reads as follows;</p> <p>On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of Rs.10.00 per annum or part thereof will be recovered from Contractor's bill.* The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I).such orders.</p>	<p>For contractor's site establishment such as site office, stores, batching plant, precast yard, fabrication yard, laboratory etc., the Bidder requests to provide hindrance free area of not less than 40,000 sq.m situated within port limits.</p> <p>The bidder also requests to allot an area minimum of 6000 sq.m for setting up of his labour camp at no cost to the Contractor. Please confirm</p> <p>For Bidder's understanding, please provide sketch showing the proposed area for contractor's site establishment.</p>	<p>Clause no. 15 of SC-8 shall prevail. Bidders are advised to visit the site before quoting.</p>

[Signature]

3	Cl. No :- 23, POWER SUPPLY & 24, WATER Pg.No - SC- 11 & 12 respectively	<p>The referred clause reads as follows;</p> <p>23.0 POWER SUPPLY: If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect.such periods.</p> <p>24.0 WATER: The Contractor will arrange for cost. For supply of water by Trustees to the Contractor, an amount equivalent to 1% (one percent) of the gross bill value shall be progressively recovered from the running bill including final bill as applicable.</p>	The Bidder requests to provide the present tariff applicable for power and water supply from KoPT.	Clause no. 23 & 24 of SC-11 & 12 shall prevail
4	Cl. No :- 26.1 ON ACCOUNT PAYMENT, Pg.No - SC- 12	<p>The referred clause reads as follows;</p> <p>(b) Monthly Payments: which he considers due and payable in respect there of after adjustment of all advances, if any, as per terms of Contract, charges against electricity, water supplied from KoPT sources etc. as applicable and will send it to General Manager (Finance), Haldia Dock Complex for payment to the Contractor.</p> <p>Payments to the Contractor for works done and measured in terms of the provisions of clause shall normally be made at monthly intervals provided the value of works done since the previous payment is not less than 3% of the Sanctioned Tender Value (except 1st R/A bill & final bill, which may be of any amount). No interest shall be payable on unpaid amounts due to the Contractor.</p>	<p>The Bidder requests to add the following para at the end of referred clause;</p> <p>The Contractor shall submit the running bills on monthly basis and 75% of the interim payment shall be released within 7 days from the date of submission to the Engineer-in-charge and balance 25% shall be paid within 21 days from the date of submission. In the event any delay in release of payment shall entitle the contractor for interest @ SBI Base Rate +2% from due date to actual date of payment.</p> <p>Please Confirm</p>	Clause 26.1 of SC-12 shall prevail.

5	Cl. No :- 26.2 FINAL PAYMENT, Pg.No - SC- 13	<p>The referred clause reads as follows;</p> <p>The contractor's final bill shall be passed for payment within three months after the issue of Taking over certificate by the Engineer provided the contractor has fully complied with the requirements under the contract. on this account.</p>	<p>The Bidder requests for modification of the referred provision as follows;</p> <p>The contractor's final bill shall be passed for payment within three months one month after the issue of Taking over certificate by the Engineer provided the contractor has fully complied with the requirements under the contract..... on this account.</p> <p>Please Confirm.</p>	Clause 26.2 of SC-13 shall prevail.
6	Cl. No :- 29, VARIATION IN CONTRACT PRICE (3) . Pg.No - SC- 13	<p>The referred clause reads as follows;</p> <p>The base Date for working out such variation shall be the last date on which tenders were stipulated to be received including any extension of time.</p>	<p>The Bidder requests for modification of the referred clause as follows;</p> <p>The base Date for working out such variation shall be the date 28 days prior to the last date on which tenders were stipulated to be received including any extension of time.</p>	Sl. No. 3 of Clause 29.0 of SC-13 shall prevail.
7	Cl. No :- 32 PERMIT, Pg.No - SC- 17	<p>The referred clause reads as follows;</p> <p>Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued on chargeable basis by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer.the contractor.</p>	<p>The Bidder requests for modification of the referred provision as follows;</p> <p>Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued on chargeable basis free issue basis by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer..... the contractor.</p> <p>Please Confirm.</p>	Clause 32.0 of SC-17 shall prevail.

8	Cl. No :- 37 PROVISIONS FOR SITE STAFF OF ENGINEER, Pg.No - SC- 18	<p>The referred clause reads as follows;</p> <p>After the issue of Engineer's notice to commence, the contractor shall as soon as possible make available of the following facilities for the staff of the Engineer at the Site of Work, all in accordance with the approval of the Engineer or his Representative and the Contract Price shall be deemed to be inclusive of the provision for all these facilities.</p> <p>(a) Office Facilities :- Throughout the period of Contract, office accommodation at site for two rooms with electricity and water supply and adequate ventilation for the sole use of Engineer's Representative and his staff. The room shall be provided and maintained with suitable furniture, peon facility as directed by the Engineer. An independent toilet facility shall have to be provided solely for the use of the client.</p>	<p>The Bidder requests to provide the details of Office Accommodation required (Area of office, Qty of all types of Furnitures, Phone, Computer, Printer etc.) in order to estimate cost for the same.</p>	Clause 37.0 of SC-18 shall prevail.
9	Cl. No :- 29 VARIATION IN CONTRACT PRICE , Pg.No - SC- 13, 1st and 2nd point	<p>The referred clause reads as follows;</p> <p>1. The amount of the Contract shall accordingly be varied, subject to the condition that such adjustment for variation in prices shall be available only for the work done during stipulated period of the Contract.</p>	<p>The Bidder requests for modification of the referred provision as follows;</p> <p>1. The amount of the Contract shall accordingly be varied, subject to the condition that such adjustment for variation in prices shall be available only for the work done during stipulated period of the Contract including any extension of time approved under the Contract.</p>	Clause 29.0 of SC-13 shall prevail.

10	<p>THE TENDER/OFFER AND ITS PRE-REQUISITES Cl. No :- 3.4(b), Pg.No - GC- 7</p> <p>Cl. No :- 3.4(f), Pg.No - GC- 7</p>	<p>The referred clause reads as follows;</p> <p>Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalized Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalized Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.</p> <p>The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.</p>	<p>The Bidder requests to allow for submission of EMD in the form of Bank Guarantee. Such Bank Guarantee shall be released within 7 days after opening of Price Bid.</p> <p>Please Confirm.</p>	<p>Provision of payment of EMD as per tender Cl. No. 2.1 of IB-1 shall prevail.</p>
11	<p>THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR Cl. No :- 4.3, Pg.No - GC- 9</p>	<p>The referred clause reads as follows;</p> <p>Several Documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract Documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.</p>	<p>The priority of the documents shall be mutually agreed between the Employer and Contractor prior to signing of the Contract Agreement.</p> <p>Please Confirm.</p>	<p>Clause 4.3 of GC-9 shall prevail.</p>

12	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK. Cl. 5.1, Page GC-14	<p>The referred clause reads as follows;</p> <p>5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees.</p>	<p>The Bidder requests for modification of the referred clause as follows;</p> <p>5.1 The Contractor shall commence the work within 7 15 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees.</p>	Cl. No. 5.1 of GC-14 shall prevail.
13	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK., Cl. No :- 5.11.1, Pg.No - GC- 17	<p>The referred clause reads as follows;</p> <p>If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.</p>	<p>The Bidder requests for modification of the referred provision as follows;</p> <p>If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.</p> <p>After a notice of termination under this Clause has taken effect, the Employer shall promptly:</p> <p>(a) return the Performance Security to the Contractor,</p> <p>(b) pay the Contractor in accordance with Payment if contract terminated, and</p> <p>(c) pay to the contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.</p>	Cl. No. 5.11.1 of Pg. GC-17 shall prevail.

14	VARIATION AND ITS VALUATION : Cl. No :- 7.4, Pg.No - GC- 21	The referred clause reads as follows; Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities..... clause.	The Bidder requests the Employer for modification of the referred clause as follows; Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% +/- 5% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities..... clause.	Cl. No. 7.4 of GC-21 shall prevail.
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15	<p>VARIATION AND ITS VALUATION</p> <p>Cl. No :- 7.5 (c), Pg.No - GC- 21</p>	<p>The referred clause reads as follows;</p> <p>All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</p>	<p>The Bidder requests for incorporation of the following under referred clause;</p> <p>All variations of the Works shall be valued in the manner provided by this Clause and the value thereof shall be added to or deducted from the contract Price as per below evaluation.</p> <p>For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. However, a new rate or price shall be appropriate for an item of work if:</p> <p>(a) (i) the measured quantity of the item is changed by more than 10% from the quantity of this item in the Bill of Quantities or other Schedule.</p> <p>(ii) this change in quantity multiplied by such specified rate for this item exceeds 0.01% of the Accepted Contract Price.</p> <p>(iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and</p> <p>(iv) this item is not specified in the Contract as a fixed rate item</p> <p>or</p> <p>(b) (i) the work is instructed under Clause 7.2</p> <p>(ii) no rate or price is specified in the Contract for this item</p> <p>(iii) no specified rate or price is appropriate because the</p> <p>Each new rate or price shall be derived from any relevant</p> <p>Until such time as an appropriate rate or price</p>	<p>Cl. No. 7.5 of GC-21 shall prevail.</p>
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16	<p>DELAY EXTENSION OF COMPLETION TIME LIQUIDATED DAMAGE TERMINATION OF CONTRACT</p> <p>Cl. No :- 8.2(a), Pg.No - GC- 22</p>	<p>The referred clause reads as follows;</p> <p>If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work..... binding.</p>	<p>The Bidder requests for modification of the referred clause as follows;</p> <p>If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) 1/4% (One fourth percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% 5% of the said value of work..... binding.</p> <p>Please Confirm.</p>	<p>Cl. No. 8.2(a) of GC-22 shall prevail.</p>
17		<p>Site Handover</p> <p>New clause to be included</p>	<p>The Bidder requests to handover the entire area upon award of the Contract to avoid idling and under utilization of Contractor's Plant and Resources mobilized for the works. In the event the contractor suffers any delay and incurs cost as a result of delay in handing over of whole or any part of the site then the Contractor shall entitle to payment of additional cost that incurred by the Contractor together with extension of time for completion of the work equivalent to the delay period.</p> <p>Please Confirm.</p>	<p>Cl. No. 6 of SC-2 shall prevail.</p>
18		<p>Add New Clause – Substantial Divergence</p>	<p>In View of nature of the project, the bidder requests for incorporation of the referred clause as per below In the event the soil and sub-surface conditions actually encountered at Site be substantially different from those provided in the Tender Documents including tender data, background information etc, and the Contractor has incurred additional cost thereof, the Contract Price shall be adjusted accordingly with such amount of additional cost.</p>	<p>Substantial difference in the soil & sub-surface conditions is not expected to happen. So this request is not acceded to.</p>

19		Add New Clause – Advance Payment	<p>As per standard industrial practice, the Bidder requests for incorporation of provision for Payment of Interest free Advances</p> <p>(i) Mobilization Advance @10% of the Contract Price against Bank Guarantee, and recovery shall be made on prorata basis between 20% to 85% of progressive payment received by the Contractor.</p> <p>(ii) Advance towards Contractor's plant & equipments @5% of the Contract Price, and recovery shall be made on prorata basis between 20% to 85% of progressive payment received by the Contractor.</p> <p>Please Confirm.</p>	The request for advance payment cannot be acceded to.
20		Format for Advance Payment Guarantee	Kindly provide the Bank Guarantee format for Advance Payment.	The request for format for advance payment guarantee cannot be acceded to.
21		Add New Clause – Suspension of Work by Contractor	<p>The Bidder requests for incorporation of the following under tender conditions;</p> <p>If the Employer fails to release payment within 21 days from the due date for payment, the Contractor shall suspend the work unless and until the Contractor has received the Payment.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Clause, the Contractor shall be entitled to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p>	Cl. No. 26 of SC-12 shall prevail.

22		Add New Clause – Termination of Work by Contractor	<p>The Bidder requests for incorporation of the following clause under tender documents;</p> <p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> i) the Contractor does not receive the amount due within 42 days after the expiry of the time within which payment is to be made under payment terms of the Contract, ii) the Employer substantially fails to perform his obligations under the contract, iii) a prolonged suspension affects the whole of the works. In any of these events or circumstances, the contractor may terminate the Contract. <p>After a notice of termination under this Clause has taken effect, the Employer shall promptly:</p> <ul style="list-style-type: none"> (a) return the Performance Security to the Contractor, (b) pay the Contractor in accordance with Payment if contract terminated, and (c) pay to the contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination. 	Cl. No. 26 of SC-12 shall prevail.
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23		Existing Services, Utility and Services,	<p>The Bidder requests to provide available drawings of existing utilities which is passing through the proposed project/site location.</p> <p>Also the bidder requests for incorporation of the following under tender documents In the event during execution of the work, the Contractor encounters any utilities below ground and it requires any diversion and/or protection from damage shall be done by the Contractor subject to following.</p> <p>1) any additional time required for undertaking such activity shall entitle the Contractor for extension of time for completion of work.</p> <p>2) any additional cost of protection/diversion shall be reimbursed by the Employer as per actual plus 20% basis.</p> <p>Please Confirm.</p>	Any such event is not likely to occur. If it occurs it will be treated accordingly.
24		Cement & Fly Ash	Please confirm, whether the contractor will be allowed to use OPC and Fly ash for RCC.	Cl. 6.1 (a) of Pg. T.S-2 shall prevail. Request for blending of OPC & Fly ash cannot be acceded to.
25		Disposal - Debris	Kindly furnish the location for disposal of Debris arising out of demolition/dismantling etc.	Required location will be shown during execution.
26		Reinforcement Steel	Bidder understands that rebar Steel can be used from all primary producers like M/s SAIL, RINL, TISCO, JSW, JSSPL, SAM, SRMB, CAPTAIN etc. and Grade of Rebar steel is normal HYSD Fe500-IS1786. Please confirm.	Cl. 9.1 of TS-4 and relevant items of BOQ shall prevail

27		Port Charges	<p>The Bidder requests for incorporation of the following under tender conditions</p> <p>a) Port entry pass for Contractor's staff, labour / workmen, vehicles etc. will be issued on monthly pass basis at free of cost.</p> <p>b) No charges for Port/KMB/Other shall be applicable on entry/berthing/anchoring of Contractor's Marine Equipments, Floating crafts, Vessels etc. In the event such is applicable, the cost of the same shall be reimbursed by the Employer at actual.</p> <p>c) All entry passes should be arranged / issued without any delay on submission of application by the Contractor.</p> <p>Please Confirm.</p>	Cl. No. 32 of SC-17 shall prevail
28	Bill of quantities, Section A to F		<p>The Bidder understands that the Lap, Chair, Space bars, Lifting hooks, etc. as required for the work shall be actually measured and paid for. Kindly confirm.</p>	<p>Authorised laps, chairs, spacer bars, lifting hooks etc. provided shall be paid as per relevant codal provision.</p>
29	Cl. No. 36.0, third Party Inspection, Pg. No. SC-18	<p>The referred clause reads as</p> <p>Inspection and testing of Fenders and other materials as decided by the engineer according to applicable standards / specifications shall be carried out at the manufacturer's workshop and/or laboratories of the TPIA and/or at other laboratories approved by the Engineer by statutory inspection Authorities i.e Third Party Inspecting Agency (TPIA) regard.</p>	<p>The Bidder understands that for imported items (if any), the third party inspection shall be limited to review of documentations only.</p> <p>Please Confirm.</p>	Cl. No. 36 of SC-18 shall prevail.
30	Cl. No. 2.4 Removal of Forms; Pg. No. TS-13	<p>The referred clause reads as</p> <p>Before removing any formwork the Contractor must notify the Engineer in advance to enable him to inspect the concrete if he so desires.</p>	<p>The Bidder understands that the provisions as per IS 456 will govern.</p> <p>Please Confirm.</p>	<p>In addition to Cl. No. 2.4 of TS-13 & TS-14, relevant latest IS codes shall be followed.</p>