

Pre-bid Queries/ Clarifications

Tender for "Design, Construction of 365.646 m Viaduct from (ch 8958.405m to ch 9324.051m) connecting Viaduct constructed on either side along the elevated section of East-West corridor of Kolkata metro"

Sl. No.	Asked By	Clause Ref.	Cl No./ Document	Clause Description	Queries	Clarifications	Addendum Required (Y/N)
1	ITD CEM	Scope of Works	2.1.1 (xxii) of the NIT	Final documents relatedfor record after completing the works"	The bidder does not understand this statement. Request for clarification.	Deleted/Modified . Please refer Addendum 2 (Sl. no.-19).	Y
2	ITD CEM	- do -	2.1.1 (iii) & (viii) of the NIT	Pier & pier caps. Side spans at both ends with PSC box type superstructure	There is a mismatch between this clause description & the tender drawing for the end spans. In the tender drawing no KMEWL/ALIGN/T/SK-01, it is segmental box girder. Please clarify. Also please furnish detailed drawings depicting dimensions & architectural views for maintaining compatibility.	The end spans P37 to P38, and P50 to P51 are to be designed as PSC box girders or Composite box girder.Please refer Addendum 2 (Sl. no.-15).	Y
3	ITD CEM	- do -	2.1.1 (vii) of the NIT	".....with the central three spans continuous types"	Bidder requests for clarification on the words "continuous type". Is it intended that one single piece of steel girder be provided over 3 spans from pier RP 41 to RP 44?	Continuous type does not mean one single piece of steel.	N
4	ITD CEM	- do -	2.1.1 (xi) of the NIT	"inserts for the track plinth incl 3rd rail support...."	Bidder understands that the inserts are reinforcements. Please confirm.	Yes, shear connector reinforcements.	N
5	ITD CEM	- do -	2.1.1 (xx) of the NIT	Proof checking & review of design by GC & IIT	Bidder requests for clarification on verification of design by 2 bodies. Bidder anticipates differences in observations if 2 separate bodies (GC & IIT) are to do verification & proof checking. In such cases please clarify whose comments/observations will prevail.	KMRCL will resolve / decide the issue in such cases.	N
6	ITD CEM	- do -	2.1.1 (xxi) of the NIT	"....safety monitoring devices for deflection & torsion....."	Bidder understands that monitoring is intended for the structures of human habitation along the construction stretch. Bidder also understands that such structures are mostly of temporary hutments of settlers which are of temporary & crude constructions & not in accordance with the building standards. Please confirm. Also, please clarify on torsion monitoring.	Deleted. Please refer Addendum 2 (SI no. 18)	Y
7	ITD CEM	- do -	2.1.1 (xxiii) of the NIT	".....dry utility planthrough the utility owning agencies"	Bidder understands that dry utilities mean utilities other than water supply & sewage/storm runoffs. Please confirm.	Yes.	N
8	ITD CEM	- do -	2.1.2 of the NIT	"There is possibility of& design the foundation at these locations accordingly"	Bidder requests for drawings of utilities on the work site to understand the complexities involved.	Investigation of utilities is in the scope of the present tender.	N
9	ITD CEM	- do -	2.1.4 (a) of the NIT	"Alignment plansno other option is available"	At the time of bid it cannot be ascertained by the bidder what redesign would be involved for utilities which cannot be diverted during work execution. Hence the bidder requests for reimbursement of costs of redesign as per actual.	If there is substantial re-design involve, variation will be issued. However, decision of KMRC will be final.	N
10	ITD CEM	- do -	2.1.4 (o) of the NIT	"Results of geotechnical.....under any circumstance"	Bidder requests for reimbursement of additional costs for encountering any uncharted underground man-made obstructions during the work execution	If there is major uncharted underground man-made obstructions and it is beyond the scope of the schedule for utility payment, variation order will be considered. However, decision of KMRC will be final.	N
	ITD CEM	- do -	2.1.1 (xv) of the NIT	Rainwater harvesting	Construction of ground water recharging / rain harvesting has been specified to be adopted in contractor design. Please provide the details of the requirement.	Deleted. Please refer Addendum 2 (SI no. 17)	Y
11	ITD CEM	Time Schedule	1.1.5, Key Details, of the NIT; 2.7, Time Schedule, of the NIT	Time of Completion	The time of completion is different in the 2 clauses - 15 months & 18 months. Please confirm which is correct.	Time of completion is 18 months. Please refer Addendum 2(SI no. 10)	Y
12	ITD CEM	Programme of Work	20 of the SCC (in conjunction with 10.2 of the GCC)	Intermediate milestones	Bidder understands that the intermediate milestones are not related to liquidated damages. Or, there is no LD applicable for any intermediate milestone. Further, there are no key dates. Please confirm	There are key dates as specified in SCC clause 20. However, there is no LD for intermediate key dates. Please refer Addendum 2 (SI no. 21)	Y
13	ITD CEM	Extension Of Time	22 of the SCC (in conjunction with 10.8.1 of the GCC)	Liquidated Damages	Bidder understands that there are no key dates except the final completion date. Please confirm	There are key dates as specified in SCC clause 20. However, there is no LD for intermediate key dates. Please refer Addendum 2 (SI no. 22)	Y
14	ITD CEM	Site availability	General		During site visit bidder has found that the whole site, except for water bodies, is occupied by hutments. Please inform the status of land acquisition, & whether encroachment-free site will be ensured by the Employer before issuing LOI/LOA/NTP.	Yes, site will be progressively handed over on issue of LOA.	N
15	ITD CEM	Filling up of water body	General		In the tender drawing it is shown that piers RP 43 to RP 45 are in the water body. For construction of foundations, piers, & erection & construction of superstructure, filling up the site stretch for access will be required. Please confirm that permission for the same will be made available.	For temporary filling of water bodies, necessary assistance for getting permission if so required will be extended by KMRC.	N

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16	ITD CEM	Soil Test Reports/ Borelog Data	Vol 2, Part-III, Geotechnical Report	<i>Borelog data & Soil test reports</i>	For location Pier P37, P50, P51, RP-38 to RP-47 no soil data found. Please provide if available.	Geotechnical investigation is in the scope of the present contract.	N
17	ITD CEM	Finalisation of Alignment	Vol 6, DWG, dw-sk-01	<i>Alignment</i>	Whether spans are PSC box-girder and Steel I-Girder as specified are mandatory or alternative structural arrangement is allowed.	PSC box girder or composite box girder are to be provided.	N
18	ITD CEM	Finalisation of Alignment	Vol 6, DWG, dw-sk-01	<i>Alignment</i>	Pier RP- 41, 43, 44, 45 will be in Pond as per alignment. During construction the pond is to be filled up. We understand necessary permission obtained by KMRC.	For temporary filling of water bodies, necessary assistance for getting permission if so required will be extended by KMRC.	N
19	ITD CEM	Finalisation of Alignment	Vol 6, DWG, dw-sk-01	<i>Alignment</i>	Existing Pier P-50 was on straight line alignment and centrifugal force was not present due to curvature. But now the alignment has start /end on this Pier with certain curvature and for this extra moment due to curvature will come on the top of this Pier. We understand this has been consider under design.	There is no change. Earlier also there was curve between P49 and P50. The same is to be considered in design and checking of P50.	N
20	ITD CEM	Background	Cl. 1.1.2, Page 1 of 14, NIT	<i>"M/s. Gammon India Ltd may adopt alternative methods for consruction"</i>	Pursuant to the cited clause and relevant informations, Bidder wants clarification regarding the matters as follows - - Any legal matters pending regarding the previous award by KMRCL - Any legal issues regarding Duttabad Settlement that might affect this award	No pending matters.	N
21	ITD CEM	Project Funds	-	-	Bidder seeks confirmation on whether all funding arrangement for the subject tender are in place and the subject fund is available with the Employer Please confirm	Yes.	N
22	ITD CEM	Deadline for submission of Tender	Addendum 1, Contract EWE - 2R1	<i>" Date & Time of submission of Tender - 24.04.14"</i>	Looking towards complexity of the Bid, Bidder requests to extend the deadline for submission of Bid by 03 weeks to enable the bidder in proper evaluation of their bid. Please confirm .	Please refer Addendum 2 (SI no. 11 & 12) (Date of submission of tender and date of opening of tender extended to 15.05.2014).	Y
23	ITD CEM	Period of Completion	Cl. 1.2, Page 1 of 41, ITT	<i>"Period of completion (Form A) 15 Months acceptance"</i>	Bidders requests to increase the time for completion of the projection by another 06 Months. Please confirm that the project completion time is amended to 21 Months	Period of completion 18 months. Please refer Addendum 2 (SI no. 20)	Y
24	ITD CEM	Changes in cost due to legislation	Cl 1.4.1, Page 2, SCC	<i>" However change in rate of any existing tax will not be considered a change of Law. Any risk of change of tax rate whatsoever related to the work lies with the contractor"</i>	Bidder requests to consider any changes in the current tax rate whatsoever, to be a change of Law and thereby it's subsequent shall be reimbursable to the contractor. No prudent contractor can envisage such changes in tax rates in the current volatile market scenario. Please consider.	Not acceptable.	N
25	ITD CEM	Right of Way & Facilities	Cl 4.2, Page 10 of 38, GCC	<i>Entire Text of the Clause and the actual site conditions</i>	Contractor seeks clarification that the entire worksite is available and can be handed over readily by the Employer. Please confirm	Yes, site will be progressively handed over on issue of LOA.	N
26	ITD CEM	Utility Relocation	-	-	Regarding Utility shifting, bidder seeks confirmation on the following - 1. Who is responsible for securing permissions from the owner of the utilities? 2. How may days shall be allowable in case of permissions from the Utility Authorities beyond which EOT shall come into question? 3. In case of permanent relocation of utility, shall the same be executed by the Utility Owning Agency or Bidder ?	1. For civil utilities, contractor is responsible for securing permissions, KMRC will extend necessary assistance. 2. Reasonable time. 3. Civil utilities by the bidder / contractor.	N

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27	ITD CEM	Performance Security	CI 4.6.2.2, Page 7 of 38, GCC	" (ii)..... On completion of the entire work, one half of the Performance Security shall be refunded to the Contractor, on issue of Completion Certificate by the Engineer..... (iii) The balance amount, shall become due and shall be paid to the Contractor, after the expiry of the final Defects liability Period..... "	Pursuant to the texts of the cited clause, bidder presumes that for Performance Guarantee @ 10% of Contract Value , (i) BG No 01, Amount - 5% of Contract Value, Valid till end of coonstruction period (ii) BG No 02 Amount - 5% of Contract Value, Valid till 6 months beyond Defect Liability Period Please confirm.	Yes.	N
28	ITD CEM	Retention Money/ Security Deposit	-	-	Bidder wants confirmation that there is no retention money or security deposit apart from the Performance Security in this contract. Please confirm	Yes.	N
29	ITD CEM	Mobilisation Advance	CI 14.1, Page 17, SCC	-	Bidder wants confirmation that the Mobilisation Advance @ 10% of the contract value is interest free Please confirm	Please refer Addendum 2 (SI no.23)	Y
30	ITD CEM	Advance against Plant & Machinery	CI 14.1, 14.2, Page 17, SCC	GCC Clause Deleted	Bidder requests to reinstate the provision of interest free advance against plant & machinery @ 5% of contract value. Please consider	Not acceptable.	N
31	ITD CEM	Advance against Material at site	CI 14.4 Page 18, SCC	GCC Clause Deleted	Bidder requests to reinstate the provision of advance against material at site as per the provisions in GCC. Please consider	Not acceptable.	N
32	ITD CEM	Service Tax	-	-	Bidder seeks confirmation whether service tax is applicable in the said contract ? Please inform.	Service Tax is not applicable.	N
33	ITD CEM	Sales Tax on Works Contract	-	-	Bidder requests to confirm - i. Shall Work Contract Tax be deducted from Contractors' Bill ? If so, please specify the % rate of same. ii. % rate for deduction of income tax. iii. Any other statutory deductions applicable under this contract. iv. Exemptions of any taxes or duties etc applicable under this contract	As applicable.	N
34	ITD CEM	Delay in Payment	CI 15.4.1 ©, Page 31 of 38, GCC	Entire Text of the clause	Pursuant to the subject clause and subsequent sub clause 15.5, Bidder points out that provisions for delay in payment of final bill is existent under the purview of this contract. On the similar lines Bidder requests to incorporate the provisions, whereby delay in payment of RA bills beyond the time period stated in CI. 15.4.1 (c), GCC would entitle the bidder for payment of interest for the delayed period @ prevalent SBI PLR + 2%. Please confirm.	Not acceptable.	N
35	ITD CEM	Handing Over, Possession and Use of Site	CI 10.3.3, Page 19 of 38, GCC	" If the contractor suffers delay No extra payment shall be payable to the contractor in this regard"	Bidder requests for provisions whereby the contractor shall be suitably reimbursed towards their cost incurred due to failure of Employer to give required possession of site. Please consider	Not acceptable.	N
36	ITD CEM	Insurance	CI 6.1, Page 15 of 38, GCC	Entire Text of the clause	Please note that the specific amount for insurance coverage towards Third Party Liability is mentioned in Appendix to the Form of Tender, Form A, Page 21 of 41, ITT. Pursuant to CI 6.1, Page 15 of 38, GCC, Bidder requests to provide specific coverages that is desired by the Employer under other insurances as stated in the clause. This is requested to assess the cost of premiums to arrive at the best possible pricing of the project.	it is standard insurance clause	N


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37	ITD CEM	Maintenance Certificate	CI 17.3.2 Page 34 of 38, GCC	Entire Text of the clause	Pursuant to the cited provision, please enumerate what is exactly in bidder's scope of work under the clause of "Maintenance" ? This is important from bidder's perspective to ascertain costs involved in order to arrive at a fair price.	it is standard maintenance clause	N
38	ITD CEM	Land for Contractor's site set up	-	-	Bidder considers that land at free of cost shall be made available to them for site office, fabrication/ casting yard, batching plant, store, plant workshop etc required for the execution of the project. Please confirm. If not, please specify the rental charges to be borne by the contractor towards the same.	contractor has to arrange the land and the quoted amount is inclusive of that.	N
39	ITD CEM	Design basis report	Vol 2, Cl. 2.2.1.2; tender drg no dw-sk-01	Compressive strength of various grades of concrete	There is a mismatch of the compressive strengths of concrete contained in this clause & that depicted in the tender drawing. Please clarify which one prevails.	compressive strength in the note 3 b of the drawing(no. KMEWL/ALIGN/T/SK-01) to be read as M45 in place of M40. In case of ambiguity ,DBR will prevail.	N
40	GPTIL		Para 1.1.2, Background- page 1 of 14	the contractor has to include in his bid all the eventuality associated during construction in and around existing human settlement	Kindly clarify the intent of this condition as any such eventuality can mean technical, financial and legal implication & whether contractor will be held responsible for such implications.	Modified/deleted. Please refer Addendum 2(SI no. 25)	Y
41	GPTIL		Para 1.1.2		Please clarify whether there is any mapping with depth of the underground utilities which are needed to be shifted on account of the proposed foundations of the new structures.	No. It is in the scope of the present contract.	N
42	GPTIL	Scope of work	Para 2.1.1		Scope of work includes clearing of all obstructions buildings and or hutments in the alignment needed for effective work space - please clarify whether such buildings and hutments within the right of way have been acquisitioned by the government and can be dismantled freely.	The rehabilitation and relocation of project affected persons in the buildings or hutments will be arranged by KMRC.	N
43	GPTIL	Scope of work	Para 2.1.1		The aforesaid para has to be co-related with para (2a) of schedule of payment wherein site clearance on removal of dwellers has been allotted 5% payment of the contract value. It is therefore our interpretation that removal of dwellers is mandatory for the successful bidders, cost & legal implication for which is unknown. Kindly clarify.	Please refer Addendum 2(SI no. 34)	Y
44	GPTIL		Payment schedule-B WBSR (Roads & Buildings) & Schedule-C - West Bengal PWD Schedule of rates		Please clarify which year of these schedules are being referred to.	Latest schedules and corrigendum as applicable on the date of submission of tender.	N
45	GPTIL	Schedule of payment	Pg 2 & 3 of preamble, Para 17	The contractor may raise their on-account payment on monthly basis as per status of work.	Please clarify whether the percentage schedule as per schedule-A for on-account payments can be divided based on Engineer's judgment on status of work to be able to meet contractor's cash-flow demands.	Yes, KMRC may consider on the merit of the case subject to satisfaction of reasonableness of breakup.	N
46	GPTIL		Page 8 of 14 - Clause 2.1.1 (xxii)	Final documents related to the negotiation with the inhabitants below the structure are to be submitted to the KMRC for record after completing the Work.	Kindly clarify the subject & basis of negotiation since the successful bidder will not be the landowner and no such cost can be assumed at the bidding stage.	Deleted/modified. Please refer Addendum 2 (SI no. 19)	Y
47	GPTIL	Notice inviting tender Page 7 of 14	Clause 2.1.1. (xxi)		This clause states "... Continuous monitoring ... Over inhabited settlement..." This contradicts Schedule A item no. 2.a of BOQ which in effect states that area will not be inhabited as it will be fenced etc. Is there a need for such monitoring? Kindly confirm.	Deleted/Modified. Please refer Addendum 2 (SI no. 18)	Y
48	GPTIL	Notice Inviting Tender, Page 8 of 14	Clause no 2.1.4.a	Alignment Plansoption is available	Kindly provide ACAD drawing for this part to enable us to try different span configuration. The charted utilities both underground and overground may please be indicated in the drawing.	PDF drawing issued. Utility survey is within the scope of the present contract.	N
49	GPTIL	Notice Inviting Tender, Page 9 of 14	Clause 2.2.4		The relevant information should be available to the civil contractor in proper time. If the Power Supply contractor is not appointed in time, the relevant data to be provided by the Client in order to avoid time loss on this account	Yes.	N
50	GPTIL	Notice inviting tender Page 11 of 14	Clause 2.7		It is presumed that the 18 month period does not include the time for making site free of encumbrances and fit to start civil work. Kindly confirm Period of completion is given as 15 m in the Instruction to Tenderers Page 1 clause 1.2(d) and also Form of Tender. Kindly clarify the entire matter.	Period of completion is 18 months. Please refer Addendum 2 (SI.no. 10). The rehabilitation and relocation of project affected persons in the buildings or hutments will be arranged by KMRC.	Y

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51	GPTIL	Tender Drawing No. KMEWL/Align/T/SK-01	Typical Cross Section of PSC Box between Pier P37 to RP38 and P50 to P51.		As per drawing P37-RP38 is 28m and P50-P51 is also 28m. Are these spans fixed? Can these spans be designed as steel span?	the spans are not fixed. It can be designed as either PSC box girder or composite box girder.	N
52	GPTIL	Tender Drawing No. KMEWL/Align/T/SK-01	Typical Cross Section of Steel Composite I girder between Pier RP38 and P50.		As per drawing spans in between RP38 - P50 are of steel composite I girders. Can these spans be designed as PSC spans?	As per drawing all spans will be PSC box girder or composite box girders.	N
53	GPTIL				Kindly confirm whether KMRC have entered into any arrangements/agreements with the dwellers tallying in alignment and what is the planning for permanent resettlement of the dwellers.	KMRC will arrange rehabilitation and relocation.	N
54	GPTIL				Please provide us the list of the dwellers falling on the revised alignment and if there are any other project affected persons, who are not considered in their list.	Not considered necessary.	N
55	GPTIL				Whether KMRC intends to continue the construction of the viaduct even without re-settlement of the dwellers, as it appears from the bid documents?	No.	N
56	GPTIL				Whether any land is available in the adjacent areas for temporary resettlement of the dwellers during the construction period to be made available to successful bidder?	No.	N


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