

MINTUES OF PRE-BID MEETING HELD ON 10.07.2017 IN THE OFFICE OF SUPERINTENDING ENGINEER, GURUGRAM CIRCLE, PWD B&R, GURUGRAM FOR THE WORK OF CONSTRUCTION OF NEW JUDICIAL COMPLEX (TOWER OF JUSTICE) AT GURUGRAM.

Sr. No.	Description of item/clause	Query/comment	Clarification/Reply of the department.
I	Queries as received from Shalimar Corp. Limited, Lucknow vide email dated 07.07.2017		
1	<p>SECTION 3 CONDITION OF CONTRACTS</p> <p>Clause 58 Operating and Maintenance Manuals</p> <p>58.1. If “as built” Drawing and/or <u>operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.</u></p> <p>58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer-in-Charge’s approval, the Engineer-in-Charge shall withhold the amount stated in the Contract Data from payments due to the Contractor.`</p>	<p>Is maintenance like glass, chinaware & CP fittings etc. will be in Contractor scope for 3 years after completion of work.</p>	<p>Yes, the contractor will have to maintain such items during the defect liability period of three years, as mentioned in clause 35 of conditions of contract at page 56 and at point No. 50 of the additional condition of the contract on page No.254.</p>
2	<p>Clause 63. Payment System</p> <p>The agency/bidder to whom the work is allotted shall be paid lowest of the following in the running/finals bills:</p> <ol style="list-style-type: none"> 1. Amount calculated with the accepted rates of the lowest agency. 2. Amount worked out with the rates 	<p>Lowest payment is applicable for running bills only or for final bill also? If it is applicable for final bill also then what will be about agreement amount of tender on which work awarded. Please clarify.</p>	<p>The payment will be made at the rate lesser than the three amounts mentioned at Sr.No.1, 2 & 3 as per Clause 39 of 17-B and as per clause 63 in the condition of the contract (section-3) of bid document.</p>

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	<p>of L-2/L-3/L-4 and so on</p> <p>3. Amount worked out with the accepted percentage above/ below HSR+CP/analytical rates/NS item rates worked out in financial statement. Financial statement will be made a part of agreement.</p>		
3	<p>SECTION 4 CONTRACT DATA</p> <p>6. Milestone dates: Physical works to be completed Milestone 1 i.e. 25% Milestone 2 i.e. 50% Milestone 3 i.e. 75% Milestone 4 i.e. 100%</p>	<p>Whether LD will be applicable in milestone also?</p>	<p>The clause 49.1 of Liquidated Damages (LD) of Conditions of Contract is very much clear that the LD is applicable for the whole of the works or the milestones has stated in the contract data. So LD will be applicable if the progress of work is not achieved as per milestones.</p>
4	<p>23 (a) For contract(s) amounting to more than Rs.1.00 crore,</p> <p>A) if after submission of the tender, the price of cement and /or steel reinforcement bars incorporated in the works increase(s) beyond the price(s) prevailing at the time of last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.</p> <p>B) If after the submission of the tender, the prices of cement and / or steel reinforcement bars incorporated in the works is decreased, Govt. shall in respect</p>	<p>For quote either basic rate as cement Rs.5000 per MT & Steel Rs.47000 per MT shall be considered or as prevailing at the time of last stipulated date for receipt of tenders.</p>	<p>Base rate of cement and steel has already been mentioned/fixed in contract data clause No. 23 page 68 of contract document in the Price variation clause. Hence prevailing rates at the time of last stipulated date for receipt of tender will not be considered.</p>

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	<p>of these materials incorporated in the works be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and /for steel reinforcement as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and /or steel reinforcement bars issued under Engineer-In-chief, Hr.PW(B&R) Deptt., Chandigarh. The base price of cement & steel is as below: -</p> <p>Pc (Cement) Rs.5000/- Per MT including taxes</p> <p>Ps(Steel Reinforcement Bars) Rs.47,000/- Per MT including taxes</p>		
5	<p>Clause 29 III Machinery Advance For works costing more than Rs.10.00 Crores, or such limit as may be prescribed by the Government from time to time, another interest bearing machinery advance to a maximum of 5% of the contract price, depending on merits of the case, can be given with the approval of the Chief Engineer(Buildings) against the new key construction equipment brought to the site, if a written request is made by the contractor. The advance shall be paid only upon the contractor furnishing</p>	Is Bank Guarantee required for machinery or affidavit along with machinery invoice is required?	As per clause 29 (III) Machinery Advance (iii) satisfactory proof of purchase/payment of machinery will be required. Requirement is clearly given in clause 29 of contract data, all documents from (i) to (iv) are required for machinery advance.

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	<p>(i) An affidavit that the machinery in question is free of any charge or hypothecation with any bank or financial institution:</p> <p>(ii) Unconditional and irrecoverable bank guarantee(s)</p> <p>(iii) Satisfactory proof of purchase/payment of the machinery, and</p> <p>(iv) S written undertaking that the equipment so purchased by him is required for use on the work in question, is fully serviceable shall work only on that job and shall not be removed from the site without obtaining written approval of the Engineer-In-Charge.</p> <p>The recovery of machinery advance and the interest to be charged thereon shall be as per tender document. Interest @ Prime Lending Rate (PLR) of SBI prevalent at the time of tender per annum shall be charged against the machinery advance given to he contractor. The recovery of the machinery advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of machinery advance alongwith interest within 80% of the time stipulated for completion. The mobilization bank guarantee shall be</p>		

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	released after the recovery of full machinery advance, including interest thereon.		
6	<p>SECTION-5 TECHNICAL SPECIFICATIONS</p> <p>TECHNICAL CONDITION FOR EI WORK:-</p> <p>18. The tenderer must either be 'A' Class Electrical contractor enlisted with Haryana PWD B&R or he must sublet the electrical work to a sub contractor possessing the above qualification. The Tenderer/Bidder for building/road/Bridge work will intimate name of agency from whom the firm will get E.I./Street Light work done. The electrical contractor should be enlisted in appropriate category with Haryana PWD B&R for electrical works. The above details are to be submitted along with the technical bid.</p>	<p>Is it required during submission of bid or after allotment?</p>	<p>It is required at the time of bid submission as per technical condition for E. I. work item 18 at page 143 of DNIT.</p>
7	<p>Along with the technical bid for the work, the bidder will submit the following information:-</p> <ol style="list-style-type: none"> 1. Name of electrical contractor/firm. 2. Detail of enlistment of electrical contractor with Haryana PWD B&R (attach copy of enlistment). 3. Affidavit of consent of electrical contractor to carry out the work under sub contract/sub agreement (attach copy) as per Annexure AF-I. 4. Affidavit of consent of the bidder to Executive Engineer Electrical to make 	<p>Is it to submit while submitting bid online or after allotment?</p>	<p>The information as desired at sr.no.1 & 2 will have to be submitted online at the time of submission of bid. The sr.no.3 & 4 stands deleted.</p>

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	<p>payment/deduction etc. for electrical work to the electrical sub contractor. (Attach copy) as per Annexure AF-II.</p> <p>Earthwork in excavation in foundations, trenches etc, in all kinds of soil, not exceeding 2 metres depth including dressing of bottom and sides of trenches, stacking thr excavated soil, clear from the edge of excavation and subsequent filling around masonry, in 15 cm layers with compaction, including disposal of all surplus soil, as directed within lead of 30 metres. [HSR 6.6]</p>		
8	Make of Cement	OPC/PPC for RCC and other works, Fly ash permitted in mix design/or not.	<p>In Broad specification of steel and cement at point no. 2 of page 76 of DNIT i.e. Cement</p> <p>In third line “Pozzolana, Portland Cement” may be read as “Pozzolana Portland Cement.”</p> <p>Flyash is not allowed in RCC work, hence can not be used in Mix Design.</p>
9	Earthwork	Permission in our scope? Disposal of earth outside permitted?	The work is to be executed as per item No.1 of BOQ.
10	Water :	Special condition for PH items. Borewell will be allowed or to be taken from STP.	Water to be used in work will be as per point 14 of broad specification on page 77 of BOQ.
11	NS Item :	NS items will be calculated as per HSR 1988 or actual analysis.	NS item, not approved in the tender and required to be execute at site during execution, the payment of those NS items shall be made as per clause 38.2 at page 57 of condition of contract under Section 3.
12	Tender document/e-service fee:	NIT was published for the same work earlier (Even no.36782) and if fee against	Since it is a fresh tender, the requisite tender document/e-service fee is required to be deposited now also.

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		cost of document and e-services were paid, is it again required to pay the same?	
Queries received during the pre-bid meeting dated 10.07.2017			
13	Time limit of the work	The time limit of the work is 36 months. If the work is completed earlier than what will be position of the budget as whether there will be any problem in payments of the work.	There will be no problem in the payments as sufficient budget will be available.
14	Qualification criteria of Instructions to Bidders	As per 4.1 (c), the works of similar nature includes the works of buildings, bridges, ROBs and RUBs. But nothing has been clarified in the clause 4.5 A where the word only similar work has been mentioned.	It is clarified that building works, ROB, RUB work and Bridge work will be considered as far as the similar work is concerned.