

NAYA RAIPUR DEVELOPMENT AUTHORITY

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Corrigendum - 1

02.07.2015

With reference to NIT No.: 16 /ID/S-5,7,15,16 & 22 Phase-I /EEC-IV / CE (E) / NRDA / 2015-16, Raipur, Dated: 06.06.2015 for the work of % frastructure Development for Sector 5, 7, 15, 16 & 22 (Phase-I), in Naya Raipur+, the following corrigendum is made:-

Based on the queries received, Modified Bid document including change in Pre qualification criteria and Modified BOQs is uploaded to facilitate proper bid submission. The Last date of submission and opening of tender is extended to 20.07.2015.

In case the earlier uploaded documents are submitted along with the bid, the bid shall be considered void and shall be summarily rejected.

The uploaded reply to Pre bid queries (Annexure A) are only indicative and shall not form part of the tender document

All other terms and condition shall remain same.

Chief Executive Officer

ANNEXURE A Reply to Pre Bid Queries for the Infrastructure Development for Sector 5, 7, 15, 16 & 22 (Phase-I), in Naya Raipur Sr.No Bidder Query Clarification Part I, Volume I, Section IV, GCC 22 2 COMPENSATION FOR DELAY Compensation for delay of work - @ No Change 1.5% per month of delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of works or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. It is presumed that the LD will not levied during the finalization of Extension of Time for (for the reasons not attributable to the Contractor) by the Engineer-in-Charge. Please confirm the same. Part I, Volume I, Section IV, GCC 29 5 TIME AND EXTENSION FOR DELAY Request for rescheduling of The same shall be covered under the escallation payable mile stones and extension of time to be eligible for consideration, shall be made by the Contractor in writing as per clauses of Contract. within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case the EIC may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. It is requested to consider the reimbursement of costs incurred by the Contractor due to the extented stay. Part I, Volume I, Section IV, GCC 29 5.2 TIME AND EXTENSION FOR DELAY if the work(s) be delayed by:-Consult Law of the Land (a) force majeure It is requested to define the force majeure and provide the details of the events which are applicable for the "force majeure", as it was not provided. Part I, Volume I, Section IV, GCC 34 7 PAYMENT ON INTERMEDIATE CERTIFICATE It is requested to No Change consider the entitlement of interest on the delayed payment (in case more than 56 days from the date of submission) by the Authority. Part I, Volume I, Section IV, SCC 17 of 32 GCC Clause 10 B(ii) MOBILISATION ADVANCE This clause shall No Change be read in continuation of Clause No 10 (B) (ii) of GCC. The mobilization advance shall be limited up to 5% of value of work order. The mode of release of mobilization advance shall be as follows:-(i) 1% shall be released after issue of work order. (ii) 2% shall be released after completion of activities listed below. (iii) 2% shall be released after successful installation of Batching Plant. It is requested to consider 10% value of work order as per the GCC of the Contract. It is requested to issue the mobilization advance immediately after the issuance of LOA / LOI in single

installment against the required BG submission by the Contractor.

Sr.No	Bidder Query	Clarification
6	Part I, Volume I, Section IV, GCC 47 10 c PAYMENT DUE TO INCREASE/DECREASE IN PRICES/WAGES DUE TO STATUTORY ORDERS If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. It is requested consider the changes in rate of existing taxes, Central / State / Excise / Custom Duty for the compensation.	No Change
7	Part I, Volume I, Section IV, GCC 76 25 (ii) SETTLEMENT OF DISPUTES & ARBITRATION Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Executive Officer, NRDA, It is requested to consider the Arbitral Tribunal consisting of two arbitrators appointed by the Contractor and the Authority. The appointed two arbitrators shall appoint the third arbitrator.	No Change
8	Part I, Volume I, Section IV, Schedule F 4 of 6 12 DEVIATIONS AND VARIATIONS Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building and allied infrastructure workõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ	No Change
9	payment for being eligible to interim payment (Excluding first and last bill) - Rs 400 Lakhs It is requested to consider the reduction in the eligible amount, since Rs. 400 Lakhs is too high.	case to case basis by CE, NRDA.
10	With reference to clause 7 in the sehedule F, we request you to kindly exempt the first three interim bills and the last two interim bills from the minimum interim bill payment criteria.	
11	Part I, Volume I, Section IV, Schedule F 3 of 6 12 TIME AND EXTENSION FOR DELAY Milestone Table.which shall be governed as per work schedule submitted by the tenderer. It is requested for the provision of refund of the compensation levied against each milestone, in case of achievement of the subsequent milestone on time.	As per the provisionsof the relavent Clause
12	With reference to the clause 4.2 (A), technical criteria of Detailed NIT, please confirm that registerd/ pre- qualified contractors in the Government Enterprises for site development works in unlimited class will be considered.	Please refer Detailed NIT pre qualification Criteria
13	We request you to extend the Bid submission date by at least 15 days.	Please Refer uploaded Corrigendum
14	With reference to clause 4.2 note, e) in the technical criteria of Detailed NIT, we presume that the qualification experience of sub vendor for execution of component works can be submitted after the issue of letter of award of work.	Yes, this clause has been clarified in Detailed NIT

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15	With reference to clause no. 21 of detailed NIT and clause no. 1 and 5 in Schedule F, we request you kindly consider the submission of performance guarantee, signing the contract agreement and commencement of works within 28 days after the issue of letter of award of work.	No change
16	We request you to provide the component wise breakup of the estimated cost as per note e) in the clause 4.2, technical criteria of detailed NIT.	Clause 4.2 note, shall be applicable for the selected bidder, who shall be required to depute sub vendor as per above above said clause, to be operated on the basis of contract value of each component.
17	Kindly, provide us with the details on the length of road work and other infrastructure works to be developed with their relevant drawings.	Tender drawings attached with the tender document are forreference only. Approved GFC Drawings shall be
18	Schedule D, B.1(iii); Water Supply; Request to provide the location of UGR.	issued by NRDA after award of work.
19	Drawing; NRDA-PSC-GAD-22000 REV0; The scope of road works is not clearly understood from the available details. Please provide the scope of road works marked on the drawings for better understanding of the scope. There is no Typical Drawings for 45m & 60m ROW roads. Kindly provide the same.	
20	BOQ B WetUtility Service Please provided drawing of Wet Utility Water supply, sewerage system, Recycle etc.	
21	Typical Road Cross section 7,15,and 16; List of Drawing, Serial no. 3, Drawing No. NRDA-715116 - Tender - 003; Typical Cross sections for Sectors 5 and 22 may be furnished.	
22	Analysis, interpretation and reporting of the results thereoff in accordance with the provisions of IRC 37 2012õ, IRC 75-1979; (Guidelins for the design of high embankments); Clause no. B 1 (ii) . C, Scope of works, Page 2 of 4, Tentative list of locations where high embankment can be encountered, whether materials such as Fly ash can be used if required.	
23	Construction of utility crossings as per the õ Clause no. B. 1 (ii), (u), Scope of works, Page 3 of 4, Information is incomplete.	
24	C. Payment terms. F-1 Schedule- D section-II Scope of Mark 2.2 After completion of plantation works, the contractor will also have to maintain it for a minimum period of 2 year which includes removal of weeds.watering, providing manures and fertilizers and maintaining the same. Total payment against these items should only be released after 3 months of completion of plantation work. However, 50% of the amount shall be released after satisfactory plantation work, and balance amount shall be released on start of O & M period. Item for plantation work is not given in BOQ and hence how payment for the same would be made is not clear. Please clearify.	The item is deteted, Please refer Modified Schedule A
25	C.PAYMENT TERMS. F-1 Schedule- D - Section- II Scope of WORK 2.3 Quaterly payment for the item of annual maintenance of the plantation and other allied works during maintenance period shall be made as detailed bellow. a) On completion of 1st Quarter: Cumulative 15% of price quoted for complete item. b) On Completion of 2nd quarter: Cumulative 30% of price quoted for complete item. c) On Completion of 3rd quarter: Cumulative 45% of price quoted for complete item. d) On completion of 4th Quarter: Cumulative 60% of price quoted for complete item. e) On completion of 5th Quarter: Cumulative 70% of price quoted for complete item. f) On completion of 6th Quarter: Cumulative 80% of price quoted for complete item. g) On completion of 7th Quarter: Cumulative 90% of price quoted for complete item. h) On completion of 8th quarter: Cumulative 100% of price quoted for complete item. Please clarify the quarterly payment for O & M would be in addition to amount payble under BOQ or it is included in BOQ. What would be the mechanism of the payment?	

Sr.No	Bidder Query	Clarification
26	beyond 50% (fifty percent) of contract period for completion such omission of the NRDA shall be breach of any its obligation under the contractor and the contractor shall not be entitled to claim from NRDA for loss or damage if any, caused thereby but shall be entitled to a reasonable extention of the period agreed for the completion of contract work. if the contractor shall be obstructed in the execution of the workby any person other than an agent or servent of the NRDA, the Contractor shall exclusively deal with such set by the due process of low but shall not be entitled to attribute thereby the beach of any obligation under the contract to the NRDA compensation for damage or loss, if any, thereby suffered but shall be entitled to an appropriate extension of period agreed for the completion of of the contract work, provided to the NRDA every such act of obstruction with particular soon after its occurrence and the NRDA has after enquiry found the same to be substantally true and has determined the duration of such obstruction, please clarify whether NRDA will omit or	The query doesnot seems to Clause 20 of the GCC, however incase of the exigencies as explained, suitable action as per contract shall be taken.
27	CI- 21 of GCC progress of work The contractor shall carry out the work as per the programme approved by the Department from time to time. He will also not be allowed to proceed with the work in a scattered manner. In 2nd line it is mentioned that "õ . He will also not be allowed to proceed with the work in a scattered manner". We request you to please change this provision, as it would be imposible	Change or modification of approved work program will require prior approval of NRDA.
28	Clause 1 of GCC; Performance Guarantee; After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. We request employer to clarify that within how many days Performance Guarantee will be returned to the contractor by employer after issual of completion certificate.	It shall be released after Defect Liability Period and other clauses of contracts.
29	Clause 10 B of GCC Mobilization, Plant and Machinery Advance- The mobilization advance and plant and machinery advance bear simple interest at the rate of 10 per cent per Annum We request employer to provide interest free mobilization advance and plant and machinery advance	No Change
30	Clause 25 of GCC; Settlement of disputes & Arbitration The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996); We would like to inform you that State of Chhattisgarh already has its own Arbitration Act called The Chhattisgarh Madhyastham Adhikaran (Sanshodhan) Adhiniyam, 2005. Kindly confirm whether Arbitration and Conciliation Act, 1996 (26 of 1996) or The Chhattisgarh Madhyastham Adhikaran (Sanshodhan) Adhiniyam, 2005 will be applicable for this Contract.	The clause is self explaintory.
31	Right of Way; We understand that Project site is free from all encumbrances, encroachment and have sufficient ROW. Please confirm.	Land for construction of works is available with NRDA. Part of the land has been acquired and part is under
32	Land Handover Schedule; What is the mode of handing over of working land? Whether it is piecemeal basis or in totally?	process of acquisition.
33	Land and Clearances Please provide details of land acquisition and environment and forest clearance.	
34	Whether land is acquired and available for construction	

Sr.No	Bidder Query	Clarification
35		The funds required for development shall be allocated for the purpose by NRDA as per need
36	Status of Environmental Clearance; Kindly clarify the status of the Environmental Clearance for this project	Environmental clearance has been obtained by NRDA .
37	Schedule D, B.1 (ii), section (s); Water body improvement; The scope of work under this is not clearly defined in the BOQ. Request to provide further details of work under this head.	Please refer Modified Schedule A
38	Schedule D, B.1(ii), section (t); Primary Drain in Flood Prone Area; We request you to provide tentative information about the flood prone area.	Please refer Modified Schedule A
39	Schedule D, B.1(ii), section (u); Utility Crossing; The sentence is not complete in the document Request your good self to give the complete sentence for clear understanding of the requirement.	Please refer Modified Schedule A
40	Schedule D, B.1(iv), Sewerage System - PE Manhole; As an alternative, can we also adopt other products such as brick masonry / precast concrete chambers etc	No Change
41	BOQ (SR. NO. 78); Electrical Pole; Please confirm whether the Supply and Installation of 7 to 12 m high Gl octagonal poles is included in the scope of the tender.	Please refer Modified Schedule A
42	BOQ 39 & 44 14 of 32 16 of 32 DI pipes & specials Quantity of DI Pipes (DI K9 &K7)given from 300 mm to 500 mm diamiter, Whereas quantity of DI fittings & Specials given from 80 mm to 300 diamiter. Please clarify	Please refer Modified Schedule A
43		Preliminary investigation has been carried out at the site, the contractor shall carry out necessary investigation on award of work and during construction stage.
44	period of the Contract, the Right of Way and all existing roads shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the Works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be used as necessary to protect the Works and maintain them as directed by the Engineer. (I) Designs of storm drain shall be carried out using Manning formula for design of gravity rain water and taking in to consideration ground water minimum flow velocity, peak factor, and maximum depth of flow, based upon the design criterion. Design As This contact is item rate contract Existing road and drain maintenance and design of drain, survey and investigation and all this items should payble extra or out of scope. (u) sentence incomplete parameters as prescribed in the CPHEEO Manual and relevant Codes of practice will be adopted (n) Survey and investigation of existing storm drain system. (p) Hydraulic design. (r) Renovation of existing drains section by de silting and re sectioning wherever requires. (t) The work of design and construction of primary drains in flood prone area is having the highest priority. Other works will facilitate to minimize the storm water surface runoff and may be taken up in phases as per the availability funds.	Based on the detailed investigation reports carried out by Contractor, GFC drawings shall be issued after award of work.
	General; Request to provide Geo-tech report for better appreciation of the area.	Preliminary investigation has been carried out at the site,
46		the contractor shall carry out necessary investigation on award of work and during construction stage and No extra

Sr.No	Bidder Query	Clarification
47	Schedule . D, section . II B. General Scope . 1, Scope of work, page no 2 of 4 The broad scope for the proposed work such as (i) Survey, Soil investigation for all works and Contract Drawings (ii) Road network and Drainage system. (iii) Landscaping work (iv) Water supply system (v) Sewerage system. As This contact is item rate contract Soil investigation should be payable item.	payment shall be made on this account.
48	Ground water table Please provide the ground water table level to be considered for design.	
49	BOQ & Tender Document 40- BOQ B. General Scope of work 15 of 32 4 of 4 Pipe Material In Tender document meterial of sewerage system given as uPVC, wherese in BOQ, DWC HDPE pipes (IS 16098part II) is given, please clarify.	Please Refer Annexure A for Detailed Technical Specification of DWC HDPE pipes
50		It is clarified that, RCC Valve chambers has been provided as per the requirements
51	Contour map Please furnish the Contour / Spot levels & & FGL for Sector 5, 7, 15, 16 & 22.	The contour survey including other survey shall be carried out by the contractor on award of work and during construction stage.
52	BG from a Nationalized / Scheduled bank. But in BG format, it is mentined only Nationalized bank. We presume that Nationalized / Scheduled bank can be submitted. Kindly confirm.	BG from a Nationalized / Scheduled bank is acceptable
53	39 IV - SCC 17 Mobilization Advance Mobilization Advance Considering huge involvement of men,meterial,mechineries during initial period itself, Hence we request to consider mobilization advance @ 10% of contact price.	No Change
54	24 months and O & M period is one year, Kindly confirm the O & M period.	After issuing of completion certificate, the contractor shall operate and maintain those items provided in the BOQS and specification.
55	in technical specification, Kindly clarify about the electrical Scope of works.	In this tender, ther is no scope for Electrical works
56	Technical specification - Electrical - Kindly provide the detailed technical specification of electrical equipment's.	
57 58	Approved Markes - Electrical Kindlyprovide the list of electrical approved makes. Detailed NIT CI.31 page 7 of 7 Department reserves the right to take up the work departmentally or to award any work on contract in the vicinity without prejudice to the terms of contract. Department reserves the right to take up the work departmentally or to award any work on contract in the vicinity without prejudice to the terms of contract. Department should inform / issue the notice prior to the scope the work	Yes
59	Special Condition, of Contract: Cl. 39, page no 17 of 32 This clause shall be read in continuation of Clause No 10 (B) (ii) of GCC. The mobilization advance shall be limited up to 5% of value of work order. The mode of release of mobilization advance shall be as follows:- (i) 1% shall be released after issue of work order. (ii) 2% shall be released after completion of activities listed below. (iii) 2% shall be released after successful installation of Batching plant. The mobilization advance should be 10%, which is the norm and the same shall be released after issue of work order.	No Change

Sr.No	Bidder Query	Clarification
60	Schedule . D, section . II B, General Scope . 1, Scope of work, (iv) sewerage system . page no 4 of 4 (a) Carry out confirmatory survey for checking the ground levels from the reference level bench marks. (f) The roads or pathways damaged during construction have to be reinstated to at least original level after completion of the work in that section. As This contact is item rate contract Survey and restoration items not BOQ	The contractor should reinstate and No additional payment shall be made on this account
61	Schedule . D, section . II C, Payment Terms ,2.2 . page no 5 of 4 2.2 After completion of plantation works, the contractor will also have to maintain it for a minimum period of 2 year As per BOQ item no 21 Planting of Trees and their Maintenance for one Year One clause say 2 years and BOQ says 1 year clarify	The item is deteted, Please refer Modified Schedule A
62	2.5 On completion of work i.e. after O&M period of one year, the contractor shall handover all the machineries, equipments & fixtures such as bore well, pump, motor, sprinklers fountain accessories etc. in good working condition to NRDA, including plant/hedges/tree/lawn etc Please clarify do we have consider cost of these equipment in BOQ, as the same needs to be handed over to Client.	The Clause is deleted
63	BOQ Pipe line items by open cut and cover method We request you to allow working with trenchless technology during execution in case the strata permit and the contractor wishes to do so without compulsion on him. The total combined rate per meter of pipeline for excavation, bedding, lowering laying and jointing, refilling and road reinstatement may please be paid for this.	No Change
64	Detailed NIT 4 Prequalification Criteria, 4.1 Financial Criteria, 4.2 Technical Criteria We understand that Financial And Technical Criteria shall be satisfied by tenderer or tenderer Parent Companies, Subsidiaries, Associates, Special Purpose Vehicle (SPV) or Affiliates.	JV is not allowed.
65	Detailed NIT 4 Prequalification Criteria, 4.2 Technical Criteria, B Intending tenderer should have completed satisfactorily following works during last five years i.e after 31/05/2010, in any Government. or Public sector undertaking as below: - (a) One Similar work costing not less than INR 126.00 Crore OR (b) Two Similar work costing not less than INR 79.00 Crore each. We request you to consider, Project completed means project completed or substantially completed where more than 98% of work is completed and the balance work is pending due to govt. permissions.	No.
66	Schedule-D, Section-IV, SCC 15 Indemnity Bond Since Contractor will be submitting Performance Security, this Indemnity Bond shall be waived off	No
67	Register contractor with any central / state govt. or PSU in Class A -Unlimited in CG PWD or in appropriate class in other departments / PSU / local body	The clause is self explaintory.
68	Bank Draft Validity, Clause no .7.(b) of Detailed NIT, Page 4 of 7 The clause states that the Bank draft shall be valid for a period of 3 months from the date of submission of tender. Please note that the as per banking norms, drafts are valid for 3 months from the date of issue . We as tenderer from Kolkata will be dispatching the tender document a few days prior to the date of submission requiring prepration of Bank draft at an earlier date. In that case, stipulation for keeping the bank drafts valid for 3 months from the date of submission of tender cannot be complied. Please confirm Bank Drafts having lesser validity of 3 months from the date of submission are also acceptable.	No Change
69	Number of copies of the tender document to be submitted: Please confirm that only one set of bid is to be submitted .	It is clarified that, only one set of Bid document is to be submitted as per tender clauses.

Sr.No	Bidder Query	Clarification
70	Supply of water, Clause no. 4 of special conditions of contract page 2 of 32; We believe this clause is for construction water. Kindly confirm. Whether underground construction water will be available if the contractor digs well.	Arrangement of water is in the scope of contractor.
71	Testing of materials in other laboratory, Clause no. 8 of special conditions of contract page 4 of 32. Please note that the sub clause are numbered as 7.1 and 7.2. Please clarify whether it should be read as sub clause 8.1 and 8.2.	Please refer Modified Bid Document
72	Bank guarantee for earnest Money: Clause 7 (a), Page 4 of 7 of detailed NIT, SI. (K) of letter of technical tender, page 3 of 9; Letter of technical tender stipulates EMD in the form of a Demand draft, whereas Clause 7(a) of detailed NIT states that it may be either Demand Draft or Bank Guarantee. Please Confirm that BG for EMD is acceptable.	Bank Guarantee for Earnest Mony Deposit is Acceptable
73	Essential conditions of electrical works, Clause 54(iv), Page 23 of 32 of special conditions of contract. It is noted that certain essential conditions have been stipulated for electrical works. But the Bill of quantities do not have any electrical work included in this tender.	In this tender, ther is no scope for Electrical works
74		All permissions, approvals from relevant authorities for shifting of utilities, tree cutting, traffic and other environmental permissions, etc shall be in the scope of the bidder. NRDA will assist for the same. The trees if cut within the site area will be the property of NRDA / forest department.
75		The contractor shall identify and arrange Borrow pits for the work.
76	Maintenance in Defect Liability Period; Clause No. A7, Scope of work, Page 1 of 4 and clause no. C 2.5, Scope of work, Page 5; DLP is for 24 months after final official hand over date of Civil work/ other installation. Normal DLP is 12 Months. NRDA is requested to consider implementation of 12 months DLP. In this respect it is also requested to refer clause 2.5 of C. Payment terms, Page 5 where one year has been specified as operation and maintenance period. This may be clarified.	No Change