

To,
M/s TALCHER FERTILIZERS LIMITED
Sub : Pre-bid Queries for CCIVIL & STRUCTURAL WORKS FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYOR GANTRY, INSTRUMENT AIR PACKAGE, PIPE RACK & SUBSTATION BUILDING AT TALCHER
FERTILIZERS LTD., ANGUL, ODISHA
Tender No : PNP/PC-183/E/201/NCB dated 27.03.2021

Reply of Pre Bid Queries [LOT-2_dt. 17.05.2021]

NAME OF WORK : Civil & Structural Works for Bagging Building, Wagon Loading Platform, Conveyor Gantry, Instrument Air Package, Pipe Rack & Substation Building at Talcher Fertilizers Ltd., Angul, Odisha

TENDER NO : PNP/PC-183/E/201/NCB

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		
1	SECTION-I "INVITATION FOR BID (IFB)"	5 of 126	Clause No. 2 P	Reverse Auction On line reverse auction shall be applicable for this tender.	Request to waive off the Reverse Auction Clause and evaluate the Tender on L1 Basis.	Bidder request is not acceptable. Reverse auction shall be applicable as per term and conditions of tender
2	Section II	27 of 126	Clause No. 12.5	Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.	Since the total Tennure of the Project is more than 18 months, we request you to provide us Escalation as per CPWD Clause 10 CA & 10 CC.	Escalation is not applicable for this tender. Hence, bidder to quote firm price as per tender requirement
3	Section II	44 of 126	Clause 45 (2)	On invocation of the Arbitration clause by either party, TFL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator .	We request you to modify the Arbitration clause by providing 3 Panel Arbitrators - One Arbitrator will be selected by both the Parties (TFL & Contractor) invoking Arbitration, and the presiding Arbitrator will be selected by those 2 Arbitrators so selected.	Shall be as per tender only
4	Section III, F-5, AGREED TERMS & CONDITIONS,	95 of 126	Point 20	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Tender Document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded.	As this is an item rate tender, we request you to kindly reimburse the cost of any extra activity, which is not covered in the scope of work, as per actual.	Shall be as per tender
5	GCC, Section IV	10 of 66	Clause 2.4.1	Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills.	We request you to provide the Construction Power free of Costs at one point within the Project Site and the distribution arrangement will be done by the Contractor.	The cost of power shall be on chargeable basis i.e as per tender

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6	GCC, Section IV	10 of 66	Clause 2.3	Contractor will have to make his own arrangements for supply of water to his labour camps and for works.	We request you to provide the Construction Water free of Costs at one point within the Project Site and the distribution arrangement will be done by the Contractor.	Subject to availability, Construction Water will be provided on chargeable basis at one point within the Project Site and the distribution arrangement will be done by the contractor
7	SCC, Section V	8 of 30	Clause 5	OWNER'S OBLIGATIONS: The OWNER'S obligations are limited to the following: a) Handing over the site in sections/ stages progressively. b) Approval of Construction drawings supplied by the Contractor. c) Payment to the contractor for performance of work under the contract as per the terms and conditions specified therein. d) A piece of land for setting up temporary office, Godown, etc., if available.	1. We presume that all the materials required for completion of the project are in the scope of the contractor. No material shall be issued by the Owner. Please Confirm. 2. We request you to kindly provide land for setting up site infrastructures like Batching Plant, Reinforcement Yard, Labour Colony etc. also free of cost within site premises.	1. Bidder understanding is Correct. 2. Land will be provided for Batching plant, yard/Godown within plant area. However, land will not be provided within project/plant area for Labour colony. Contractor shall have make own arrangement for the same outside plant area.
8	SCC, Section V	11 of 30	Clause 13	NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION There may be variation in nature of sub-soil both horizontally and vertically. The Contractor shall have to take necessary precaution during excavation against any happening like collapsing of sides etc. Any slip or fall in excavation shall have to be cleared by the Contractor at his own cost. In case of excessive heaving, it shall have to be cut and refilled with lean concrete by the Contractor at his own cost. The Contractor shall have to adopt underwater work in case of occurrence of piping/quick conditions without any cost to Owner/Consultant.	We request you to provide the soil investigation report for the project. Further, in case of refilling to be done with lean concrete or underwater work in case of occurrence of piping/quick conditions, the same shall be paid to us as per actual. Kindly confirm.	Soil report already provided (Refer reply of Pre Bid queries Lot-1, dt. 11.05.2021)
9	SCC, Section V	22 of 30	Clause 40.1	Mobilization Advance: Not Applicable	We request you to kindly provide an interest free mobilization advance of 10% of the Contract Value against a Bank Guarantee of equal amount. Further, we request you to recover the Mobilization Advance on prorata basis which will start from 3rd R.A Bill Payment and to be completed by the time the total amount of Work done reaches 80% of the Contract Value.	Under Review
10	SCC, Section V	22 of 30	Clause 40.2	Running on Account Payment: 5% shall be treated as retention money and shall be released at the time of settlement of final bill.	We request you to kindly accept an upfront Bank Guarantee of 5% of contract value in lieu of cash retention from our RA Bills. There shall not be any cash retention.	Under Review

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11	SCC, Section V	23 of 30	Clause 40.2 B	<p>For Structure Steel Work: I. 5% on Finalization of quantities and submission of Approved Fabrication drawings. II. 50% on Supply & Acceptance of material at site. III. 15% on completion of fabrication. IV. 25% on Erection, Alignment, Welding, Grouting, Painting (as applicable) etc. V. 5% shall be treated as retention money and shall be released at the time of Settlement of final bill.</p>	<p>We request you to kindly amend the Payment breakup for Structure Steel Work as follows: I. 5% on Finalization of quantities and submission of Approved Fabrication drawings. II. 60% on Supply & Acceptance of material at site. III. 20% on completion of fabrication. IV. 15% on Erection, Alignment, Welding, Grouting, Painting (as applicable) etc.</p>	Shall be as per NIT
12	SCC, Section V	24 of 30	Clause 40.7	<p>After receipt of complete R.A. Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC), on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the R.A. Bill will be released to the Contractor within a period of seven (07) working days from submission of certified bill by EIC to OWNER. The balance amount will be released within a period of 15 days from submission of certified bill by EIC to OWNER.</p>	<p>Kindly specify the timeline for certification of the Bills by EIC.</p>	<p>Within 03 weeks after receipt of Bill, subject to fulfillment of all necessary documents which is required for processing of Bills</p>
13	GCC, Section IV	36 of 66	Clause 60.2, 1 (e)	<p>Quantity Variation: Beyond (+) 25% upto & inclusive of (+) 50% - Rates to remain same. Beyond (-) 25% upto & inclusive of (-) 50% - For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.</p>	<p>We request you to kindly revise the clause and keep the variation limit to plus/minus (±) 15% of Value of Contract. Our rates shall be adjusted for any work beyond this limit. Kindly Confirm.</p>	Shall be as per NIT
14	GCC, Section IV	49 of 66	Clause 88.2	<p>SECURED ADVANCE ON MATERIAL: Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.</p>	<p>We would request you to provide us secured advance for the major construction materials i.e., Cement, Reinforcement Steel, Aggregates, Structural Steel, which is to be deducted from the successive RA Bills when the material has been used in work.</p>	Shall be as per NIT

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15	SCC, Section V	10 of 30	Clause 11	<p>ISSUE OF WORKING DRAWINGS</p> <p>All Working drawings shall be submitted by the CONTRACTOR for OWNER/ CONSULTANT's approval. Working drawings submitted by the CONTRACTOR progressively during the pendency of the contract, shall be approved/ marked "Good for execution/ construction" by Owner/ Consultant. The Contractor on this account shall not be entitled to put forth any claim whatsoever on account of delay in submission of the drawings to the Owner/ Consultant.</p>	<p>We presume that all the "Good for execution/ construction" drawings shall be prepared by the Owner/ Consultant. Preparation of any drawings except Fabrication drawings for BOQ Item No. 7.01, is not in the scope of the Contractor. Kindly Confirm.</p>	<p>Bidder understanding is correct</p>
16	SCC, Section V	19 of 30	Clause 35 v.	<p>The entire Cost for engagement of TPIA and the necessary modification/ rectifications (if any) prior to dispatch, expediting at vendor works, shall be borne by the Contractor and no extra claim whatsoever shall be admissible on this account.</p>	<p>We request you to kindly reimburse the entire cost of engagement of Third Party Inspection Agency (TPIA) as per actuals as the same shall be engaged by the Owner on their own discretion. The Contractor shall be providing all the assistance required during the inspection.</p>	<p>Shall be as per NIT</p>
17	GCC, Section IV	22 of 66	Clause 26.1	<p>In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.</p>	<p>In case of suspension of work due to force majeure, we request you to kindly compensate us suitably for the idle charges of the manpower, equipment etc.</p>	<p>Shall be as per NIT</p>
18	GCC, Section IV	22 of 66	Clause 26.1	<p>The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.</p>	<p>We presume that the lockdown implemented by the Government due to any adverse situation, like COVID-19 pandemic, will be considered as Force Majeure. Kindly Confirm.</p>	<p>Covid -19 Pandemic is considered as Force Majeure</p>
19	SCC, Section V	15 of 30	Clause 29	<p>Owner/Consultant may order Contractor to suspend any work which in the opinion of Owner/Consultant may be subject to damage by prevailing weather conditions. No claim whatsoever on this account shall be entertained.</p>	<p>We presume that any extreme weather conditions leading to suspension of the work shall be considered as Force Majeure.</p>	<p>Shall be as per NIT</p>

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20	Section II	13 of 126	Clause 5.1	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders shall be verified and certified by any one of the following independent third party inspection agency.	We request you to kindly accept duly notarised documents in support of Technical Criteria of Bid Evaluation Criteria (BEC).	Shall be as per NIT
21	Section I	4 of 126	Clause 2 (K)	DUE DATE & TIME OF BID SUBMISSION: Date : 12.05.2021 Time : 15:30 Hrs (IST)	Considering the volume of the project and current COVID-19 pandemic situation, we request you to kindly extend the due date of submission by at least 15 days to enable us to submit our bid.	Please refer latest Amendment in CPP Portal regularly in this regard
22	Section II			Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.	As the present scenario of steel market is not stable and prices are varying everyday, so we request to kindly fix a base price as done by major construction looking after agency like CPWD which has the provision of clause 10CA, which defines the price of steel, structural steel and cement, and if the price varies accordingly contractors are paid or recovered from them. It will help contractors to give a fair and stable quote . we request to kindly consider this clause	Escalation is not applicable for this tender. Hence, bidder to quote firm price as per tender requirement
23					we request to consider the advance against all types of non perishable material which are to be used in the project to made in payment terms.	Not accepted. Shall be as per NIT
24	Instructions to Bidders (ITB)	Page 22 of 126	Clause 40.1	Mobilization Advance-Not Applicable	We request for an interest-free advance @ 10 % of Accepted Contract Amount, against unconditional Bank Guarantee of equivalent amount, which shall be recovered from the RA bills in the natural course of transaction	Under Review

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25	Instructions to Bidders (ITB)	Page 47 of 126;	Clause 52	Provision regarding Reverse Auction	Request for Cancellation of Reverse Auction AND / OR Post-Submission Negotiation for subject Tender : We wish to express our views on the Online / Offline reverse auction methodology of selecting a contractor. It has been our experience that even very experienced contractors get enticed when the process of reverse auction is on and make the mistake of going even below their minimum workable price as it is extremely difficult in that environment to continue to think rationally. Once, such a contractor gets hired, in order to survive on the project he may then start looking for compromises which are not in the best interest of the owner / project. Even in India, historical data shows that most projects awarded with the reverse auction technique have not gone on smoothly. In view of this, it is our fervent appeal to you and to your management to reconsider your decision and withdraw the reverse auction step and let the work be decided based on the quotes received by you based on pure merit. Based on our current company policy, we will be able to participate in the proposed tender as soon as the reverse auction is waived. We hope that you will take our opinion in the spirit intended and revise your methodology of selection of your contractors for this project of national importance.	Bidder request is not acceptable. Reverse auction shall be applicable as per term and conditions of tender