

## M/S TATA dated 01.11.2017

### “CLARIFICATIONS or ERRATA or DELETION or MODIFICATION”

to be carried out in bidding document of civil works of

“Construction of Additional Spillway with Hydro-Mechanical Works” on left of Gandhi Hillock at Hirakud Dam –

Orisha –India (International Competitive Bidding) DoWR’s Request no : 2 dated: 18/10/2017

S. N.	Part No./ Page No	Clause No.	As requested by Bidder	PROVISION  As per Bidding Document	Reasons/ Justification of  Errata / Deleted/ clarification/ modification requested by O-DoWR
1	Page No.1		Kindly provide Bank Details (Beneficiary/ Bank Name/ Branch/ IFSC Code) for processing Bank Guarantee.	Rs. 7.70 crores	State Bank of India Current Account no 10754939561 IFSC code SBIN0002034 of Burla Distt: Sambalpur Odisha
	Part-3, Page no.1		We presume that General conditions provided in Part 3, Section VIII, Page 2 to Page 108 shall be referred by Contractor for this contract and FIDIC 2010 shall be for the exclusive use of Bank borrowers and their project implementing agencies. Kindly confirm.	The General Conditions that follow are the Bank Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010-All rights reserved. This publication is exclusive for the use of Bank Borrowers and their project implementing agencies as provided under the License Agreement dated March 11th, 2005, between the IBRD and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the Employer identified above and only for the exclusive purpose of preparing these Standard Bidding Documents for the Contract also identified above	This para stands, Deleted.

S. N.	Part No./ Page No	Clause No.	As requested by Bidder	PROVISION As per Bidding Document	Reasons/ Justification of Errata / Deleted/ clarification/ modification requested by O-DoWR
3	Part 3, page 12	1.13	Request you to consider that contractor shall obtain approvals related to construction works only. All project related approvals shall be obtained by Employer. Kindly confirm.	a) Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and b) Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.	Yes, as per clause 1.13.
4	Part 3, page 4.19	27	Request you to consider that Employer shall provide water and power for construction works free of cost at a single point at site to Contractor. Further distribution shall be arranged by Contractor. Kindly confirm.	Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.	Employer will only issue recommendation letters for supply of power & water to the appropriate authority. Cost of power & water will borne by the Contractor.
5	Part 3 Page 60		We understand that all quoted rates shall be inclusive of all taxes, duties, cess, GST. Labour cess shall be paid directly by Employer to the concerned department. Kindly confirm.	The Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];	All quoted rates should be inclusive of all taxes, duties, fee, GST as per prevailing norms of Govt.of Odisha and Govt.of India. The Labour Cess will inclusive in quoted rate and this Labour Cess has to be deducted from the bill of contractor, as per prevailing norm of Govt.of Odisha

S. N.	Part No./ Page No	Clause No.	As requested by Bidder	PROVISION As per Bidding Document	Reasons/ Justification of Errata / Deleted/ clarification/ modification requested by O-DoWR
6	Part 3	8.7 and 14.15(b )	Request you to consider that levied delay damages shall be refunded to Contractor on the achievement of milestones. Kindly confirm.	Delay damages for the Works: 0.05% of the Contract Price per day	As per applicable provisions of bid document, no change.
7	Part 3,page no 113,114	14.3 & 14.9	Request you to consider that submission of bank guarantee towards retention money payment shall be in lieu of cash retention. As Defects Liability Period shall be 12 months and also, contractor's liability towards this contract ends at the expiry of DLP, so the retention money representing 5% of value of H&M portion of contract shall be released at the end of 12 months after the issue and date of Statement of Completion. Kindly confirm.	6% from each interim payment certificate The Employer shall withhold the Retention Money of 5% of the overall Contract value in accordance with Clause 14. 3(c ) of the GCC. The Retention Money will be released by the Employer to the Contractor in accordance with the following condition: a. 12 months after the issue and date of the Statement of Completion the Retention Money representing 5% of the value of each of the below-listed Contract portions shall be released: i. For the Civil Works portion Retention Money amount of the Contract;  ii. For the Electrical portion Retention Money amount of the Contract;  iii. For the ESHS portion Retention Money amount of the Contract  b. 24 months after the issue and date of the Statement of Completion the Retention Money representing 5% of the value of the H&M portion of the Contract shall be released.	As per applicable provisions of bid document, no change.
8	Part 3,page no 116		Request you to consider interest free advance for mobilization shall be paid as 10% of the entire Contract value in a single installment. Kindly confirm.	1(a) Mobilization 4% of the Contract value of Civil works. Advance shall be released in two parts i.e. (i) 2% on signing of Contract and establishment of construction camp at site & (ii) another 2% after mobilization of 75% of construction equipment and machinery.	As per applicable provisions of bid document, no change.

S. N.	Part No./ Page No	Clause No.	As requested by Bidder	PROVISION As per Bidding Document	Reasons/ Justification of Errata / Deleted/ clarification/ modification requested by O-DoWR
9	Part2,E(ii )	653	Request you to consider 1. Kindly share the current status of all approvals to be obtained by Employer before start of construction works.	Approvals to be obtained by Chief Engineer and Basin Manager, Upper Mahanadi basin, Burla. Time required for granting permission will be 8 to 10 months	Yes,as per provisions of the bidding documents.
10	Part 2, E(ii)	654	2. For any delays caused and/or cost incurred due to delay in obtaining approvals by Employer, Contractor shall be entitled for EOT and cost compensation.	Approvals to be obtained by Chief Engineer and Basin Manager, Upper Mahanadi basin, Burla.	
11	Part 2, Appendix Env A	666	Kindly confirm.	Acquisition of private properties and compensation of affected people before commencement of works shall be responsibility of RRO of DoWR	Yes, it will be done by Employer.
12	Part 2, Appendix Env A	671		Essential community utilities like water supply, electricity and religious structures etc. are to be relocated before start of construction activity. Approvals to be obtained by IA, Hirakud Dam Authority	Yes, but work will not be hampered.
13	Part I Section III- BDS – Cl. 4.2,(ii) & (iii) page 39/40/41	4.2(a)	We understand that more than one JV partner along with specialized three agencies/ sub-contractors will be allowed to submit the bid. Please Confirm.	Maximum number of members in the JV shall be: [4] four/ one along with specialized three agencies.	It is clarified that the contractor organisation shall by themselves and or deploy joint venture member / specialised sub- contractors as per ITB 34.3. However, the qualification of “specialised Sub0 contractors will be considered and added to contractors qualification.
14			We understand that Specific Construction & Contract Management Experience as stated in in clause no. 4.2 (a) (i) , (ii), (iii) & (iv) can be meet by specialized subcontractors. Please Confirm.		No subcontractors experience can be “added” towards bid qualifying criteria.
15			We request you to kindly extend the bid submission closing date by 3 (Three) weeks from current bid submission end date.	Bid submission closing date	Not acceptable.

S. N.	Part No./ Page No	Clause No.	As requested by Bidder	PROVISION As per Bidding Document	Reasons/ Justification of Errata / Deleted/ clarification/ modification requested by O-DoWR
16	Part-I, P- 41& 42	4.2( a) ( iii)		Bidding firms :- 4.0 (2a)(a) (iii) Page 41: The contractor organisation shall by themselves and/or deploy associate firm for .....	"Firms" only
17	Part-I, Sec-IV P- 117		Detailed construction Drawings	The bidder shall submit.....	The contractor shall submit.....".