

Minutes of the Pre-Bid Meeting in connection with the work: "Improvement of Upper Reach of Left Bank Main Canal (LBMC Upper) from 0.00 km to 68.58 km including all its appurtenant L4 canals within the reach."- Package- IRR-07, held on 16th November, 2021 in NIC Conference Hall, Ground Floor, Jalsampad Bhavan, Salt Lake City, Kolkata - 700 091.

The meeting started at 02:00 pm on 16/11/2021 with Sri D. Sengupta, Chief Engineer & Project Director, SPMU, WBMIFMP, Irrigation & Waterways Directorate, Govt. of West Bengal on Chair.

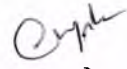
At the onset, the CE & PD appraised the Bidders about the Bid Securities, Affidavit regarding correctness of information along with different clauses of ITB and BDS, brief description about the work, different component of Work, Contractor's ESHS-MSIP and different clauses relating to retention money, Performance Security under GCC and PCC of Bid Document.

The queries received by email and raised verbally by the Bidders have been addressed during this Pre-Bid meeting.

It was re-iterated here that minutes of Pre-Bid meeting would be duly uploaded in NIC portal and it would not be the part of the Contract Documents.

List of queries by the potential Bidders received through e-mail and also the issues/queries raised verbally by them during the Pre-Bid meeting along with the responses of the client (I&WD) thereof are enclosed herewith as Annexure-I.

Enclosure: Annexure - I (Queries & Responses)


(D. Sengupta)
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LIST OF QUERIES FROM POTENTIAL BIDDERS ALONG WITH RESPONSES OF IWD FOR WBMIFMP/PD/NCB/21-22/IRR07 Dated 03/11/2021

(Tender ID : 2021_IWD_349128_1)

Sl. No.	Clause Reference & Page No.	Bidder's Queries / Issues	Replies of the Department
(1)	(2)	(3)	(4)
1	NIT NIT - Tender Notice top table Page-1 of 477 LAST DATE AND TIME FOR RECEIPT OF BIDS 14/12/2021 UPTO 13:00 Hours (IST)	Bider Submits, with ongoing Pandemic situation prevailing, restricted logistics facilities, collecting various input data is getting delayed. Further, detail review for such a long stretch will need adequate time. In view of that, Bider urges to extend the closing date by 15 days, i.e LAST DATE AND TIME FOR RECEIPT OF BIDS - 14/12/2021 modified as 29 / 12 / 2021 UPTO 13:00 Hours (IST). Kindly accept and Confirm	No change. Provisions of the Bid document shall prevail, as this will further curtail the pre-monsoon working season of 2022.
2	NIT NIT Cls. no. 12 - Pre-Tender Clarification Page-1 of 477 LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS 14/11/2021 UPTO 14:00 Hours (IST)	Bider Submits, minute study of such a long stretch and specific logistics issues is highly difficult in such short Span of Time. In view of that, Bider urges to extend the closing date of seeking clarification till 15 days before the final submission of the bid, i.e. till 14/12/2021 Kindly accept and Confirm	No change. Provisions of the Bid document shall prevail.
3	NIT ITB & BDS NIT last table - Part-1, Sec.-I, ITB, Cls. 19 Part-1, Sec.-II, BDS, cls. ITB19.1 Earnest Money Deposit Page- 6, 22 & 39 of 477 The Bidder shall furnish a Bid Security in the amount for: INR 3.20 Cr.	"Bidder submits to kindly forgo the Earnest Money / Bid Security in lieu of bid security declaration, vide circular issued by Ministry of Finance, Government of India, vide their Office Memorandum No. F.9/4/2020-PPD, dated 12th November 2020 towards Bid Security /Earnest Money Deposit and Performance Security. Kindly confirm.	No change. Provisions of the Bid document shall prevail.

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4	<p>Sec.-IX PCC Part-A, General, Cls. GCC 1.1 (v) Page-396 of 477</p> <p>In e-procurement portal tender details, completion time is given as 870 days. In PCC-cl., it is given as 29 months.</p>	<p>"Bider understands, PCC cls. will be prevalent over the portal page. Bider request to confirm, Date of completion will be reconned from date of site possession, as given in PCC- Part-A, cls. GCC 20.1, pg. 403 of 477. Kindly Confirm</p>	<p>Yes, GCC/PCC Clause 1.1 (v) will prevail over portal page.</p>
5	<p>Sec.-IX PCC Part-D, Cost Control, Cls. GCC 54.1 Page-412 of 477</p> <p>The sum of the total "demand guarantees" (a) Performance Security and ES Performance Security shall normally not exceed 10 % of the Accepted Contract Amount for bids which are not unbalanced...</p>	<p>"Bidder submits to kindly consider Performance Guarantee @ 3%, vide circular issued by Ministry of Finanace, Government of India, vide their Office Memorandum No. F.9/4/2020-PPD, dated 12th November 2020 towads Bid Security /Earnest Money Deposit and Performance Security. Kindly confirm</p>	<p>No change. Provisions of the Bid document shall prevail.</p>
6	<p>Sec.-IX PCC Part-D, Cost Control, Cls. GCC 50.1 & 50.2 Page-410 of 477</p> <p>50.1 - The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price. 50.2 - The last line of GCC 50.2 is replaced with the following: "On completion of the whole works the Contractor may substitute the balance retention money with an "on demand" Bank guarantee."</p>	<p>"Bider submits, to maintain smooth project cash in flow, Retention money replaced with Bank Gaurantee in following manner – 2.5% of Contract amount is submitted along with 1st RA bill. Remaining 2.5% (Balance of 5%) of Contract Amount will be submitted along with RA bill before Cumulative RA bill value reached to 50% of the Contract amount. KIndly Accept and confirm</p>	<p>No change. Provisions of the Bid document shall prevail.</p>

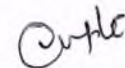
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7	<p>Sec.-IX PCC Part-D, Cost Control, Cls. GCC 44.1 Page-407 of 477</p> <p>The Contractor shall submit to the Project Manager monthly statements of the approved executed works for a net amount of not less than five percent (5%) of the contract value of the work.</p>	<p>Bidder earnestly request to modify the clause, with a limit of 3% gross amount as below - The Contractor shall submit to the Project Manager monthly statements of the approved executed works for a net GROSS amount of not less than five three percent (5% 3%) of the contract value of the work, however, such cap is not applicable for 1st 9 months of the Contract period.</p>	No change. Provisions of the Bid document shall prevail.
8	<p>Sec.-IX PCC Part-D, Cost Control, Cls. GCC 51.1 Page-411 of 477</p> <p>The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p> <p>The Contractor shall pay liquidated damages to the Employer at the rate of 0.1% per day if,</p> <p>a) the Contractor fails to submit invoices totalling to at least 30% of the contract value before elapse of 50% of the allotted time.</p> <p>b) the Contractor fails to complete the whole work within the Intended date of Completion.</p>	<p>Bidder earnestly request, to ensure smooth project cash in flow, to waive the point (a) the Contractor fails to submit invoices totalling to at least 30% of the contract value before elapse of 50% of the allotted time and modify the clause as below with a change for 0.1% per day to 0.1% per week -</p> <p>The liquidated damages for the whole of the Works are 0.1% per day week. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p> <p>The Contractor shall pay liquidated damages to the Employer at the rate of 0.1% per day week if, the Contractor fails to complete the whole work within the Intended date of Completion.</p>	No change. Provisions of the Bid document shall prevail.

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(1)	(2)	(3)	(4)
9	Sec.-IX PCC Part-A, General, Cls. GCC 13.1 Page-400 of 477 The minimum insurance amounts and deductibles shall be:	Bidder submits, Maximum deductible for Insurance specified in the contract is very high. So bidder requests to modify as below - i) - Works & Plant - 5% 2.5% of Claim amount subject to a minimum of Rs 50,00,000/- 20,00,000/- for normal losses and Rs. 1,00,00,000/- 50,00,000/- for AOG/Collapse/Major Perils ii) - Construction Equipment - "do" - 50% of the above iii) - Other Property - " do " " Nil " iv) - Personal - " do " " Nil " Kindly accept and confirm.	No change. Provisions of the Bid document shall prevail.
10	Sec.VII Part-B Scope Table of list of structures under point 4.4 Page- 161 to 165 of 477 Table & note - Outlet Structures: Besides the above, there are 124 Nos. Outlet structures for Repair and renewal in LBMC (Upper) and various other distributaries of LBMC (Upper) under IRR-7.	Bidder requests details for proper under standing, Wheather, Any of these are new structures Any of these structures needs complete demolition and re-construction. Kindly provide details.	There are "No new Structures." Very few Structures (approx.2%) need complete demolition. Mostly, the scope is for Repair and renewal in LBMC (Upper) and various other distributaries of LBMC (Upper) under IRR-07.
11	Sec.VII Part-B Scope Table of list of structures under point 4.4 Page- 161 to 165 of 477 Table & note - Outlet Structures: Besides the above, there are 124 Nos. Outlet structures for Repair and renewal in LBMC (Upper) and various other distributaries of LBMC (Upper) under IRR-7.	In table 2 and 3, some chainages are mentionned as - 70, 100, 162, 245, 377, 450 etc., but project scope is defined as between 0KM to 68km. Kindly explain the conflicts.	One Chain (Engineer's Chain) is equivalent to 30.48 metres.

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12	Sec.-IX PCC and Sec. VIII, GCC Cls. GCC-31 & GCC cls. 31 Page- 405 of 477 Extension of time	Bidder finds, extension of time is considered only for variation order and for any compensation events - which does not include i) unforeseeable physical conditions ii) inclement weather conditions iii) Acts of Gods, including flash flood, iv) unforeseeable shortage of material or workers due to Govt. orders, epidemic or due to any other reason to which the Contractor is not attributable, v) Delay caused by any other authority vi) unplanned water discharge in the river by other authority. vii) Force Majeure. Bidder earnestly request to consider these for the compensation events.	Compensation in the form of Time Extension and/ or monetary compensation shall be governed by the GCC/ PCC Clauses 31, 46 & 66 and their Sub-clauses.
13	General Drawings for Tender evolution	Bidder requests earnestly to provide General alignment Drawings and Detail drawings for required study and scrutiny of the works and logistics requirements, detail evolution of temporary support systems requirement etc. Bidder further requests to provide AutoCAD copies for due evolution.	The typical drawings of different structures along with general index map are attached through a separate drawing file in bid document as reference only. The List of Structures are appended with the Bid Document from Page - 161 to Page 165. Considering that only the renovation / reconstruction of structures is to be carried out, hence the typical drawings provided should be sufficient at bidding stage. Similarly, sample cross sections also have been provided in case of re-sectioning of canals. This should be sufficient at bidding stage.
14	General Design and GFC drawing	Bidder understands, detail design for the works is complete / in progress and GFC drawings will be provided to the contractor on date of commencement.	It will be the responsibility of the Contractor to provide the GFC drawings after conducting the surveys.

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15	General Land for works and site set-up	Bidder understands, all required land for work and site set-up will be provided by the Employer. Any work required for approach development will be paid separately. Kindly confirm.	Contractor to arrange the site facilities on their own. Please refer Annexure – V: Supplementary Information in the bid document. Land required for setting up Labour camp / Camp office will be provided by the Employer, only if, the same is Government land. No separate payment for approach development.
16	General Permissions	Bidder understands, all required permissions, land acquisition is taken by the Employer. Kindly confirm	Land acquisition is not required in this work package.
17	Scope of work CI 4.4 Key Activities under the Contract The location of works are broadly limited within the following canal networks with the appurtenant canals:-	Location of work cannot be identified clearly. Would request you to kindly elaborate to identify the work area. It is requested to provide Mouja Map of the adjacent area , if available	Bidders to refer the Project Background, Project area included in the Section – VII: Scope of Work. Also Index map included in the Drawing file. Further, bidders may visit sites for better understanding of the scope of work The bidder may also visit the following website of the Employer for further reference: https://wbmifmp-1-1-wbnhp-sw.hub.arcgis.com/ https://wbmifmp.wb.gov.in (RS/GIS)
18	Section A – General Specification CI No.- A-1.3 Drawings The contractor based on his survey investigation shall submit the working drawings...	We presume that the detailed drawings will be provided and sequence of work will be guided by employer. Please Confirm.	Please see Replies for Sl. 13.
19	BOQ Sl no1 Shuttering Hire and labour charges for shuttering..... Where staging is required.	Any kind of Shuttering as per specification, which requires vertical prop/support for holding the shuttering below or above Ground level will be applicable for payment under this item. Please confirm.	As per description of BOQ Item 19.00

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20	GCC 41 Variation in Quantity 41.1 " If the final quantity of the work done differs from the quantity in the BOQ for the particular item by more than 25 percent ,provided the change exceeds 1 percent of the initial contract price ,the Project Manager shall adjust the rate to allow for the change."	We request to amend the clause "If the final quantity of the work done differs from the quantity in the BOQ for the particular item by more than 25 percent, the Project Manager shall adjust the rate to allow for the change irrespective of the change in initial contract price".	No change. Provisions of the Bid document shall prevail.
21	Cement, Reinforcement, Structural Steel, Bought out items	Please specify any particular make is required i.e any approved vendor list is there or we can procure the items from any vendor meeting the specification.	There is no separate vendor list. Materials shall meet the Specifications, mentioned in the Bid Document.
22	Reinforcement steel	Can we supply reinforcement of any tensile strength and Ductility, please confirm.	Materials shall meet the Specifications, mentioned in the Bid Document.
23	Bricks	Whether Fly Ash Bricks can be used, if available	Materials shall meet the Specifications, mentioned in the Bid Document.
24	Storage Area – disposal	Please specify any temporary storage area (Land) for disposal will be provided by Employer.	Please refer Appendix – II/6: Waste Management Plan included in Annexure-II-Package Specific ESMP& Contractor's ESHS-MSIP for further guidance



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