

CORRIGENDUM No-1

To BIDDING DOCUMENT For ICB: No. OSRP-CW-ICB-P04A2

Construction for Widening & Strengthening of existing carriageway to 2-lane from Nischintakoili to Duhuria (Km. 25/000 to Km. 49/000 of MDR)

Sl. No.	Clause No. ITB/CC/ SCC/Forms	As existing	As amended
1	Section VI, Volume-II Bill of Quantities: Sl. No-2.07 [Page 08]	Earthwork with agriculture soil for filling of median/island complete as per Technical Specification Clause 407 and as per the direction of the Engineer.	Earthwork with agriculture soil for filling of median/island complete as per Technical Specification Clause 308.2.2 and as per the direction of the Engineer.
2	Section VI, Volume-II Bill of Quantities: Sl. No-3.01 [Page 11]	Construction of Granular Sub-base course using crushed stone aggregate by providing the materials conforming to Gr-V of Table 400-1 complete as per Technical Specification Clause 401 and as per the direction of the Engineer.	Construction of Granular Sub-base course using crushed stone aggregate by providing the materials conforming to Grading V of Table 400-1 complete as per Technical Specification Clause 401 and as per the direction of the Engineer..
3	Section VII, Clause no.14.3 of the GC read with Contract Data Page [Page 127, Annexure I]	Percentage of Retention:-10%	Unchanged
		Limit of Retention Money:-5% of the Accepted Contract Amount	5% of the Accepted Contract Amount. After recovery of 100% of the Retention money, the contractor may opt for refund of 50% of the retention money against unconditional bank guarantee of equal amount valid upto 28 days after the end of Defect Liability Period.


Chief Engineer
World Bank Projects, Odisha

MINUTES OF PREBID MEETING

FOR CIVIL WORKS PACKAGE No. OSRP-CW-ICB-P04A2 Under Odisha State Roads Project Held On August 31, 2015

Description of the Work: Construction for Widening & Strengthening of Existing Carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR)
(Balance Works)

Tender/Bid No. : IFB No: PMU/WB/114/2015 – 32819 dt. August 07, 2015

Names of those Present:

From Employer/Purchaser

1. Er. Om Prakash Patel Chief Engineer, World Bank Projects, Odisha
2. Er. Bijoy Chandra Tripathy Superintending Engineer (NABARD), PMU
3. Er. Manoranjan Misra, Executive Engineer, PMU

From Prospective Bidders:

<u>NAMES OF FIRM</u>	<u>REPRESENTED BY</u>
1. M/s YFC Projects Pvt. Ltd.	Mr. P.C.Dey, General Manager
2. M/s ARSS Infrastructure Projects Ltd.	Mr. GyanRanjan Bihari, General Manager (Tender)
3. M/s UMSL Projects Ltd.	Mr. S.Kanungo, UMSL
4. M/s Panda Infraprojects (India) Pvt. Ltd.	Mr. Pratap Kumar Panda, M.D.
4. M/s Varaha Infra Ltd.	Through e-mail

Opening Remarks

At the outset, the Chief Engineer, World Bank Projects, Odisha welcomed everybody attending the Pre-Bid meeting for the above civil work package. A brief status about the project was presented before the prospective bidders.

The members representing the bidders were asked to submit their queries so that the replies to the same could be provided by the Employer. Replies to the queries given then by the PMU have been provided in the Annexure. The Annexure also contains replies to the queries received through email from other prospective bidders.

The meeting ended with a vote of thanks to the chair.


Chief Engineer
World Bank Projects, Odisha

Sl. No.	Clause No. of ITB/CC/SCC/Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
1		Whether Excise duty exemption is applicable to materials such as steel, Cement, POL's etc. If so the procedure required to be adopted for availing such duty exemption.	The exemption of Excise Duty of materials required for utilization in this work is guided by Notification No-108/95-CE Dt-28.08.2005 with subsequent amendment vide Notification No-13/ 2008 of Central Excise Department of Government of India and subsequent amendment by the Government of India thereon. Procedure shall be as prescribed in the Govt. of India notifications.	
2		Whether custom duty exemption is admissible for import of machinery and equipment. If so procedure to be followed may be indicated.	Exemption of Custom Duty for import of machinery and equipment into India for execution of this work shall be guided by Notification No-84/97-Customs of Government of India and subsequent amendments thereon. Procedure shall be as prescribed in the Govt. of India notifications.	
3		What are the departmental estimated quantities of the following materials required for execution of the work. a) Bitumen of various grades. b) Emulsion c) HSD d) LDO e) Cement f) Steel g) Other materials	Quantities for finished items have been mentioned in the Section VI : Works Requirements (Bill of Quantities provided in Volume II of the Bid document). The bidder is required to ascertain different quantities, whatever is needed for the work.	
4		The reasons for termination of earlier contract may be stated.	The previous contract was terminated by the Employer due to extreme slow progress of the work.	
5	Section	Whether there are any identified / approved quarries /	No quarry has been identified/ approved for	

Handwritten signature and date: 4/9/2015

Sl. No.	Clause No. of ITB/CC/SCC/Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
	I.Instruction to Bidder Cl. 7.2 [Page 11]	borrow areas. If so the details there of may be furnished.	materials to be used for the project. The bidder is free to choose locations suitable to him for the materials , confirming to the requirements of the contract. An indicative quarry chart has been provided in the Bid document for reference of the bidder only.	
6		Whether Mix Designs already approved for terminated contract will be admissible. This will save time in fresh preparation of Mix designs and approval thereof.	Mix designs shall have to be done as per the guidelines and procedures prescribed in the respective technical codes.	
7		The already approved mix designs for the various BOQ items of the terminated contract may be intimated to assess required quantities of various materials for various BOQ items.	There is no approved mix design for the balance work. The bidder has to ascertain the quantities itself.	
8		What is the minimum CBR value required for Earthwork in embankment BOQ Item 2.02.	Please refer to the Technical Specification Clause no. 305, which is self-explanatory.	
9		What is meant by 'agricultural soil' in BOQ item 2.07.	Please refer to the Technical Specification Clause no. 308.2.2. The top soil shall be used as agricultural soil.	Please refer Sl. No. 1 of Corrigendum No. 1
10		What is the approved material for embankment in BOQ items no 2.02.	Please refer to the Technical Specification Clause no. 305, which is self-explanatory.	
11		What are the approved borrow areas for sand for BOQ item 2.03.	The bidder has to find the borrow areas for sand itself. The borrow area provided in the Bid document is indicative and for reference of the bidder only.	
12	BOQ item 3.01	BOQ item 3-01 supplementary tech. specification part-III-clause 401.2. There is no Gr-V in table 400-I MORTH specification (Fifth revision) please clarify.	"Gr-V in table 400-I MORTH specification (Fifth revision)" may please be read as "Grading V of table 400-I MORTH specification (Fifth revision)".	Please refer Sl. No. 2 of Corrigendum No. 1
13		Details of litigation between the terminated contractor and the Dept may be furnished. This is required to avoid any such litigation in the current tender.	The previous Contractor had made an appeal in the Hon'ble High Court, Odisha not to take any coercive action against them under rule 9 of the Arbitration & Conciliation Act, 1996, without challenging the termination of the Contract. The Advocate	

Handwritten signature and date: 1/9/2015

Sl. No.	Clause No. of ITB/CC/SCC/Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
			General clarified to go ahead with the bidding process for the balance works.	
14	Section VI. Works Requirement: BOQ item no. 9.06 & 9.07 & Technical Specification Clause 112	This is very highly populated area with very high density of vehicular movements. What is the methodology envisaged by the Deptt. for traffic control during the contract period.	Part construction of the road has been considered at a time and temporary diversion has been proposed during construction at certain locations where the embankment is high. BOQ item no. 9.06 & 9.07 & Technical Specification Clause 112 may please be referred to.	
15	Section VII, Clause no.8.1 of the GC read with Contract Data	Time for access to site-section-I-indicated in Contract Data needs to be specify. A specified period in terms of number of days from the Date of Commencement may be indicated for handing over of Section-I-instead of linking to issuance of Advance payments.	The Section I stretch mentioned in the Contract Data shall be handed over to the Contractor immediately after signing of the Contract. Date of commencement shall be notified only after handing over of Section 1 as stated in Clause 8.1 of GC.	
16		For a work of this magnitude, total contract period of 18 months is grossly inadequate, particularly when full site as per condition in Contract Data is likely to be handed over any time between 4 to 6 months from the date of commencement or even more. In a period of 18 months at least one monsoon, if not, two monsoons of 4 months each (depending on date of commencement) are likely to be encountered. Further the area is cyclone prone and cyclones occur even after monsoon. So the total working period available in a calendar year is limited hardly to 6 to 7 months. It is absolutely essential to increase the completion period to 36 months or at least make it to 18 effective months excluding monsoon and cyclone period. Each cyclone will adversely affect the contract work by at least 2 to 3 weeks. If this is not agreed to whoever is awarded the work will have to seek Extension of Time.	Other prospective bidders have denied this and clearly stated that the time period is fair enough for this type of work considering the scope of work mentioned in the bid document, and the monsoon period too. The bidder shall plan the work accordingly in order to complete the works in 18 months.	

Sl. No.	Clause No. of ITB/CC/SCC/Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
		It is absolutely necessary to have reasonable completion period. Further the request is made particularly in view of the state of affairs of World Bank aided Road Projects in Odisha during the last 7 to 8 years.		
17	Section VII, Clauses no.16.2 of the GC	In clause 16.2 of GCC 16.2(iv)-substantial failure by Employer may be defined. 16.2(vi)-prolonged suspension may be quantified in term of number of days.	The Clauses are self-explanatory; read with the other referred clauses in the document.	
18	Section VII, Clauses no.1.1.2.11 & 1.15 of the GC	Has World Bank any role in the day to day operation of the Contract, such as its interference in any issue.	The World Bank is the Funding Agency for the Project and their role shall be limited to the provisions under the Contract clauses.	
19	Section VII, Clause no.14.6 of the GC read with Contract Data	The minimum amount of IPC- mentioned in contract data is unreasonably high particularly when there is no definite period for handing over of hindrance free site. It is suggested that the minimum amount of IPC for the first 9 months be Rs. 10 millions and for subsequent period, may be Rs. 20 millions. This is requested to ease cash flow during construction period.	No change is envisaged as other prospective bidders are comfortable with this arrangement.	
20		The milestone may be deleted particularly in view of the uncertainty of the delay in handing over of full hindrance free site and due to monsoon / cyclonic conditions in the area.	No change is envisaged as other prospective bidders are comfortable with this arrangement.	
21		The delay damages indicated are grossly unjustified- It may be 0.005% / day of the balance work left over value of work.	The suggestion is not acceptable.	
22	Section VII, Clause no.14.3 of the GC read with Contract Data	Retention money recovered from IPCs may be released against BG in multiples of 'Million rupees'.	This change would enable better cash flow to the project. It is suggested to add the following in the contract data. "After recovery of 100% of the Retention money, the contractor may opt for refund of 50% of the retention money against unconditional bank guarantee of equal amount valid upto 28 days after the end of Defect Liability Period."	Please refer Sl. No. 3 of Corrigendum No. 1

Handwritten signature and date:
13/10/15

Sl. No.	Clause No. of ITB/CC/SCC/ Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
23	Section VII, Clauses no. 1.2.3 of the Technical Specifications- General Technical requirement & 1.5 of the PC	Clause 1.2.3 of Technical Specifications- General Technical requirement is in contradiction to –particular conditions –part B clause 1.5=Priority of documents please verify.	The Clause 1.2.3 of Technical Specifications- General Technical requirement is for Works Requirement. The Particular Conditions Part B clause 1.5 (Priority of documents) is for the General Conditions. Both the clauses are exclusive to their sections and self-explanatory and shall not be interlinked.	
24		The status of Law & Order situation in the project area. Please clarify specifically whether the project area is infested with Left Wing Extremists or any other anti social elements.	The project area is generally not infested with Left Wing Extremists or any other anti-social elements.	
25		Whether any land acquisition is to be made in the project area.	Land acquisition is complete in the project area.	
26		Whether any forest clearance is required in the project area.	No Forest Clearance is needed in the project area.	
27		The status of encroachments in the project area may be indicated.	Section I is free from encroachments. Removal of encroachments is substantially complete for Section II, and shall be completed before the due date of handing over.	
28		The stretches of PQC road to be built may be indicated chainage wise.	PQC details has been provided in the Bid Document in Annexure III: Drawings (Miscellaneous Drawings at Serial no. 4 in the Table of Contents)	
29		The status of hindrances such as utilities like water pipe lines, electric lines (HT & LT) substantially fouling with the project area and shall to be cleared may be indicated.	Section I is free from hindrances. Removal of hindrances is substantially complete for Section II, and shall be completed before the due date of handing over.	
30		Does the Employer (CE/WBP) exercise powers codified in OPWD code.	No. The role of the Employer shall be governed as per the conditions of Contract.	

Handwritten signature and date: 2/9/2013

Sl. No.	Clause No. of ITB/CC/SCC/ Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
31		Please clarify whether Bonus is payable on early completion of the work: If so at what rate? How much is the maximum permissible bonus.	No bonus shall be paid in case of early completion.	
32		What is the estimated cost of the work put to Tender?	There is no such provision in the Bid document to provide the Estimated cost.	
33		Also indicate the year of S/R based on which the estimate is prepared.	There is no such provision in the Bid document to provide the basis of preparation of Estimate.	
34		Has the account of Terminated contractor been finalized?	It is under process.	
35		Is any material of the Terminated contractor lying at site of work and likely to cause problem to the new contractor?	No material is lying at site. No problem is envisaged for the new contractor due to this.	
36		Are the final measurement of the terminated contractor (including final levels of work executed) recorded?	Final measurement of the previous contract has been recorded including the final levels.	
37		Whether this contract is subject to codal provision of OPWD code in force.	No. The contract shall be governed as per the conditions of Contract.	
38	Section I. Instruction to Bidder Clause-2.4.1 & Cl.2.4.2 of Eligibility Criteria[Page 46]	<p>Clause-2.4.1 & Cl.2.4.2 of Eligibility Criteria deals with Specific Experience which stipulates that the prospective bidder should have completed one contract of value at least Rs.88 crore or 2 contract works of value Rs.55 crore during last 5 years.</p> <p>The above stipulation implies that a bidder who have completed one contract work Rs.88 crore in three years is taken as same with a bidder who has completed a contract work of Rs.88 crore in one year whereas the rate of execution of both the bidders has a wide difference. In this criteria no preference is given to the bidder having higher rate of progress.</p> <p>We therefore request to consider preference to the bidders with higher rate of progress and thereby we propose to consider the bidder who have successfully completed/ Substantially completed one contract work of at least Rs.70 crores in one financial year and 2 contract</p>	<p>Considering the small value of this ICB contract, there will be many bidders who would meet the qualification requirement as stipulated originally in the Bid Document.</p> <p>Furthermore, the qualification requirement needs to be kept simple for such a small value routine kind of work. The request appears to be very specific; may be very challenging for many contractors; and may reduce competition.</p> <p>No change to the originally stipulated Eligibility Criteria shall be made.</p>	

Handwritten signature and date: 4/5/2015

Sl. No.	Clause No. of ITB/CC/SCC/Forms	Gist of the Query	Response	Reference to Sl. No. of Corrigendum wherever applicable
		works of Rs.40 crores each successfully completed in one financial year.		
39	Section VII, Clause no.4.2 of the GC read with Contract Data	<p>This clause stipulates for additional performance security of 5% of the accepted contract value in shape of unconditional Bank Guarantee in case the contractor is a Joint Venture.</p> <p>This stipulation discriminates between the bidders. When a partnership Firm is allowed performance security of 5% of accepted contract value, a Joint Venture is burdened with additional 5% constituting 10% of the accepted Contract Value.</p> <p>As per the legal concept of Joint Venture, a Joint Venture between two individual firms or companies is treated as a single entity for a particular assignment and analogous to a Partnership Firm with respect their rights, duties and responsibilities. Like Partnership Firms the Joint Venture are jointly and severally responsible to the Third parties / Employer for the debts of the venture and are internationally recognized in form of co-operation in fulfillment of the construction contract obligation. This discrepancy between Partnership Firm and Joint Venture also defeated the World Bank's purpose for promoting local contractor to international level through Joint Venture.</p> <p>We therefore request you to consider for deletion of the criteria under Clause 4.2 of GCC read with Contract Data for additional performance security of 5% of accepted contract value in case the contractor is a Joint Venture.</p>	<p>The additional performance security of 5% for JV firms has been introduced as a risk mitigation measure for involvement of all partners. Further, since this is a small work, having additional 5% performance security from JV firms will act as deterrent to frivolous bidders.</p> <p>Therefore, the original clause stipulated in the Bid Document is retained.</p>	


 Chief Engineer,
 World Bank Projects, Odisha