

**“Widening of East Coast Road (ECR) from Double Lane into Four Lane from KM 22/300 to KM 55/800, Including Improvement to Curved Stretches - 13 Nos & Junctions-7 Nos from KM 55/800 to KM 135/500 in Chennai, Tamil Nadu”**

Pre - Bid Meeting held on 06<sup>th</sup> January, 2014 (at 15:00 hrs), Venue- Conference Hall, TNRDC171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai - 600 028.

**RESPONSE TO QUERIES**  
**(To Form Part of the Bid Document)**

SR. NO	CLAUSE NO. & SECTION	PAGE NO	ORIGINAL CLAUSE IN THE BID DOCUMENT	CLARIFICATION / SUGGESTION BY BIDDER	RESPONSE BY TNRDC
1	Section-I, ITB, clause-4.4	9	In case of non deployment of the above personnel on the part of the contractor, a penalty of <b>Rs. 20,000/-</b> per month for the Diploma holder and <b>Rs. 30,000/-</b> per month for the Degree holder shall be levied based on the norms for the value of this contract.	As the in most of the case tender date to actual start date of execution takes more than 6 months it is difficult to keep the key staff idle / awaiting for want of uncertain commencement date of the project therefore it is requested to ammend as follows: In case of non deployment of the above personnel submitted in the bid or replaced with any other suitable person with equal or more qualification and experience as and when required during execution of work on the part of the contractor, a penalty of Rs. 20,000/- per month for the Diploma holder and Rs. 30,000/- per month for the Degree holder shall be levied based on the norms for the value of this contract.	No Change. The Conditions of the Bid document prevails .
2	Section-I, ITB, clause-12.3 and Section -III, GCC, Clause 42.1	13 & 57	<b>12.3</b> All duties, taxes (including service tax), fees, tolls, royalties, cess and octroi, insurance, contribution to labour welfare fund, EPF and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. <b>42.1</b> The rates quoted by the Contractor shall be deemed to be inclusive of the service tax, sales tax, contract tax, royalty, Toll tax, cess and other taxes/duties/levies as may be levied by Central / State Governments and local bodies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.	As the Road being constructed for the purpose of TNRDC Toll payment being collected by TNRDC at Km 26/4 and on other connecting roads(on Keelambakkam road and at km 55/3 of OMR) to ECR may be exempted for all construction vehicles used in the project	No Change. The Conditions of the Bid document prevails .

3	Section –III, GCC, Clause 13.1 and Contract Data	48 &76	<p><b>13. Insurance</b></p> <p>13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the start Date to the end of the Defects liability period, in the Amounts and deductibles stated in the Contract Data for the following events:</p> <p>a. loss of or damage to Works, Plant and Materials;</p> <p>b. loss of or damage to Equipment;</p> <p>c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;</p> <p>d. personal injury or death of employer/employee personal and third party persons;</p> <p>However, it is for the contractor to decide whether the minimum amount specified in the Contract data is sufficient, and if he considers it necessary, to insure for a greater amount. The policy should cover an unlimited number of claims in any one year.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><b>Insurance requirement :</b></td> <td style="width: 40%;"></td> </tr> <tr> <td style="text-align: center;"><b><u>Item</u></b></td> <td style="text-align: center;"><b><u>Minimum cover for</u></b></td> </tr> <tr> <td>Works, Plant and material Fire policy/ Loss or damage to Equipment contract</td> <td style="text-align: center;">Equivalent to 1.15 times of the value</td> </tr> <tr> <td colspan="2"><b><u>Personal Injury or death Insurance</u></b></td> </tr> <tr> <td>For other people :</td> <td>Equivalent to 1.15 times of the contract value</td> </tr> <tr> <td>Contractor’s employee :</td> <td>In accordance with applicable existing laws</td> </tr> </table>	<b>Insurance requirement :</b>		<b><u>Item</u></b>	<b><u>Minimum cover for</u></b>	Works, Plant and material Fire policy/ Loss or damage to Equipment contract	Equivalent to 1.15 times of the value	<b><u>Personal Injury or death Insurance</u></b>		For other people :	Equivalent to 1.15 times of the contract value	Contractor’s employee :	In accordance with applicable existing laws	<p>As per General Engineering Practice: CAR &amp; CPM policies are two different policies and WC (workmen compensation is another policy. Third party liability is covered under CAR policy and CPM policy. The minimum amounts gives under the contract is very high therefore requested to modify as under:</p> <p>-CAR lie Limiting to Contract Value</p> <p>-CPM to the extent of Plant and Machinery deployed</p> <p>- Third party liability Max 10% Of contract value</p> <p>-Workmen Compensation- as per the manpower deployed at site.</p>	No Change. The Conditions of the Bid document prevails .
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4	Section –III, GCC, Clause 20.1	51	<p><b>Possession of the Site</b></p> <p>20.1 The Employer shall give possession of the site to the Contractor in accordance with the Contract Data. If possession of a part is not given by the agreed date stated in the Contract Data, then the Intended Completion Date shall be postponed by the Employer as may be required for that particular part/ stretch. However, this will not be applicable if sufficient work site is made available to the Contractor as and when required, for him to proceed ahead with the progress of work and if available work fronts remain unattended.</p>	Contract Data does not specify, please clarify	It is clarified that, the actual details regarding the possession of site will be issued to the successful contractor during the award of work.												
5	Section –III, GCC, Clause 20.2	51	<p>20.2 The Contractor will Co-ordinate with service provider/ concerned authorities for shifting of utilities and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This includes getting estimates, initial and frequent follow-up with concern authorities. However, the cost of shifting shall be borne by the employer. The contractor will not be entitled for any additional compensation for delay in shifting of utilities and removal of encroachments by the service provider/ local bodies/concern authorities</p>	Co ordination with the concerned authorities and shifting of utilities by the contractor is reasonable. However TNRDC is supposed to hand over hindrance free site to the contractor at the commencement. Contractor cannot insist the third party for estimate sanctions and any abnormal d lay in approval Of' time taken for shifting shall be taken under employer's responsibility.	No Change. The Conditions of the Bid document prevails .												

6	Section-III, GCC- Clause 39.3	56	<p><b>Retention money</b></p> <p>In each Interim Payment Certificate (IPC) @ 5% of value of work executed during each bill will be withheld and the withheld amount will be refunded to the contractor along with the Final bill / Taking over certificate. The maximum amount of Retention money to be with held is restricted up to 5% of the contract value.</p>	<p>Requested to modify the clause as under: In each interim Payment Certificate (IPC) @ 5% of value of work executed during each bill will be withheld and the withheld amount will be refunded to the contractor along with the Final bill / Taking over certificate. The Contractor may, at his option, replace the retention amount with an unconditional bank guarantee from the bank acceptable to the Employer at the following stages: Upon the cumulative Retention Money exceeding Rs 2 crores (Rupees two crores only), the Contractor may request for release of Rs.2 Crores (Rupees two crores only), subject to submission by the Contractor of an irrevocable and unconditional bank guarantee of an equivalent amount issued by a Bank (the "Retention Bank Guarantee"). Upon the Retention Money aggregating to Rs. 2 Crores (Rupees two crores only), from time to time, And the said Bank Guarantees submitted against retention money shall be released Upon the issue of the Taking-Over Certificate.</p>	<p>No Change. The Conditions of the Bid document prevails .</p>
7	Section-III Appendix -4	73	<p>PROGRESS WITH REFERENCE TO MILESTONE</p>	<p>Milestone progress proposed in the contract document is highly impractical and without any logic. We request kindly modify the same to" contractor shall submit his work programme within 14 days of commencement of work with 100% completion within 24 months and shall adhere to the same.</p>	<p>It is clarified that, the Milestone is calculated based on the value of (Civil Works)- Road Works and Bridge works only. The balance Road furnishing Works, Arboriculture, Highway Lighting, , Toll Plaza etc are to be completed entirely during the VII and VIII milestone.</p>
8	Section-III, GCC Clause 45.1 and Contract Data	61	<p><b>45.1 For Construction/ Improvement Works</b></p> <p>(a)In case of non-completion of the construction works within the Intended Completion Date, the Contractor shall pay liquidated damages to the Employer at the rate specified in contract data for each day that the actual completion date is later than the intended completion date. The liquidated damages amount shall be deducted from payments due to the Contractor and shall not be refundable. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data.</p>	<p><b>Requested to modify as follows:</b></p> <p>The liquidated damages for non-completion of construction Works within the intended completion date due to the reasons attributable to the contractor deduction towards liquidated damages shall be @ 5 % of the monthly bill value from the amount of works executed beyond the completion date. The maximum amount of liquidated</p>	<p>It is clarified that, the liquidated damages for non-completion of construction Works within the intended completion date as per the work program schedule, shall be @5% of the deficit value of work done for that particular milestone Which shall be deducted at the time of clearance of the monthly bill for that period.. The maximum amount of liquidated damages for the whole</p>

			<p><b>Contract Data:</b></p> <p>The liquidated damages for non-completion of construction Works within the intended completion date shall be @ 5 % of the monthly bill value/ week's delay or part there of beyond the completion date. The maximum amount of liquidated damages for the whole of the works is 5% final Contract Price for Works.</p>	<p>damages for the whole of works is 5% final Contract Price for Works balance unrecovered damages shall be recovered from the final bill</p>	<p>of the works is 5% of final Contract Price for Works.</p> <p>Please refer Addendum -I , for further clarity.</p>
9	Section-III, GCC Clause 47.1	62	<p><b>47.1</b> No Mobilisation advance/Machinery and equipment advance payment will be made to the Contractor for the works.</p>	<p><b>Request to Modify as Follows :</b></p> <p>(a) The Employer will make an interest free advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works up to an amount equivalent to 10 {Ten} percent of the Contract Price after execution of the Form of Agreement by the parties and upon submission by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amount equal to the advance payment. The Bank guarantee may be split into not more than four separate Bank Guarantees and each having minimum value of 2.5% of the Contract Price. Such Bank Guarantee shall remain effective till date of completion of work, until the advance payment has been repaid. but the amount thereof shall be progressively reduced in accordance with the value of bank guarantees furnished by the Contractor and the amount repaid by him as indicated in Interim Payment Certificates issued in accordance with this Clause.</p> <p>b) In addition to the mobilization advance mentioned above the Employer will In addition to the mobilization advance mentioned above the Employer will pay another interest free advance against key construction equipment required for the Works as per agreed construction programme and brought to Site, if so requested by the Contractor subject to the same terms and conditions specified in paragraph (a) above. The maximum of such advance shall be 5% (five percent) of the Contract Price. This advance shall be further subject to the condition that (i) such equipment are considered by the Engineer to be necessary for the for the Works and (ii) for the these equipment have been verified to have been brought to the site.</p>	<p>It is clarified that, this request to grant Mobilisation advance for an amount equivalent to 10% of the initial contract price will be considered.</p> <p>Please refer Addendum -I , for the amended clause and further clarity</p>

				<p>The advance payment under sub para (a) and (b) above shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with this Clause. Deductions shall commence in the next Interim Payment Certificate either following that in which the total of all interim payments certified to the Contractor has reached 20 (Twenty) percent of the Contract Price less Provisional Sums or after 12 months from the date of commencement whichever period concludes earlier and shall be made at the rate of 25 (Twenty Five) percent of the amount of all Interim Payment Certificate until such time as the advance payment including interest has been repaid; always provided that the advance payment including interest shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment. Provided further that repayment of advance can be made prior to the above schedule at the option of the Contractor</p>	
10	Section-III, GCC Clause 47.2	62	47.2 No material advance will be made or paid to the Contractor.	<p><b>Request to Modify as Follows :</b>  The amount to be credited to the Contractor shall be the equivalent of 75 per cent of the Contractor's reasonable cost of the materials delivered to the Site after review of the documents submitted by the contractor and as determined by the Engineer. Provided Further, the advance shall not exceed 75 percent of the corresponding value of material brought to the site</p>	No Change. The Conditions of the Bid document prevails .

11	Section-I, ITB, clause-4.2 & 4.3	8	<p><b>4.2 Particular Construction Experience</b></p> <p>The bidder / joint venture / Lead Partners of consortiums shall provide evidence that at least one Partner of the firm has successfully completed or substantially completed during last three years (year 2010-2011, 2011-2012 &amp; 2012-2013 ) a single civil work contract of similar nature for a value of <b>Rs. 103 Crores</b> In the case of Joint venture, the members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV; shall have Technical Capacity of atleast 26% (twenty six per cent) of the Threshold Technical Capacity The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium.</p> <p><b>4.3 Turn Over</b></p> <p>The bidder / joint venture / Lead Partners of consortiums shall have generated a minimum Annual Average Project Related Civil work Turnover of <b>Rs 256.67 Crores</b> during the last 3 years commencing from the year <b>2010-2011, 2011-2012 &amp; 2012-2013.</b></p>	<p>In the Instructions to Bidders, under clause 4.3 it has been prescribed as Minimum Annual Average Project Related Civil Work Turnover of Rs.256.67 Crores during the last 3 years. Under clause 4.2, the value of a single civil work contract of similar nature completed is stipulated as Rs.103 Crores. This works out to 40% of the value of work notified.</p> <p>It is the normal practice followed by the project funded by World Bank NH &amp; NHAI to prescribe the turnover only at 40% of the value of contract notified. The assessed bid capacity will be normally stipulated as equal to or more than the value of contract notified.</p> <p>In the bid document, the clause relating to assessment of bid capacity has not been notified. We therefore request you to modify the turnover as 40% of the value of the contract notified in tune with clause 4.2.</p>	No Change. The Conditions of the Bid document prevails .
12	Section-III, GCC Clause 20.1	51	<p><b>Possession of the Site</b></p> <p>20.1 The Employer shall give possession of the site to the Contractor in accordance with the Contract Data. If possession of a part is not given by the agreed date stated in the Contract Data, then the Intended Completion Date shall be postponed by the Employer as may be required for that particular part/ stretch. However, this will not be applicable if sufficient work site is made available to the Contractor as and when required, for him to proceed ahead with the progress of work and if available work fronts remain unattended</p>	<p>In the Conditions of Contract, in clause 20 dealing with Possession of the Site, clause 20.1 stipulates that "The Employer shall give possession of the site to the Contractor in accordance with the Contract Data. If possession of a part is not given by the agreed date stated in the Contract Data, then the Intended Completion Date shall be postponed by the Employer as may be required for that particular part/stretch. However, this will not be applicable if sufficient work site is made available to the Contractor as and when</p>	Please refer reply to query <b>No.4</b> above

13	Section-III, GCC Clause 23.2	52	23.2 The party receiving the dispute notice will consider it and reply in writing within 30 days of the receipt of the notice. If no reply is received or the reply is not acceptable to the other party, the affected party may refer only to the High Court of Madras (Chennai) for adjudication.	<p>In clause 23.2 dealing with Disputes Resolution, it has been stipulated the party may refer only to the High Court of Madras for adjudication. We feel this clause is also vague as normally the Courts do not take up the role of an Adjudicator</p> <p>It is the industrial practice followed for all the major contracts to provide for resolution of a dispute initially through Adjudication and subsequently through Arbitration. In major contracts, if even a minor dispute has to be referred to the High Court that will equally affect the Employer also adversely during the pendency. It is being advocated by the Supreme Court and the High Court that the party should try to resolve the dispute through alternate dispute resolution mechanism by following civil suits before the appropriate courts. This will be equally applicable for the present contract also. We therefore request that the Dispute Resolution clause may be modified as in the lines provided in the EMRIP contract in which TNRDC is the designated Engineer In-charge.</p>	<p>This request will be considered as per the existing and applicable laws in force.</p> <p>Please refer Addendum -I , for further clarity</p>
14	Section-III, GCC Clause 47.1	62	<b>47.1</b> No Mobilisation advance/Machinery and equipment advance payment will be made to the Contractor for the works.	<p>The Tamil Nadu Tender Transparency Act provides that in major contracts if the procuring entity feels it necessary, Mobilisation Advance may be granted. In the present document, there is no provision for grant of Mobilisation Advance. In such a major contract involving huge investments, Mobilisation Advance will induce better cash flow into the project. We therefore request that grant of Mobilisation Advance may be granted.</p>	<p>Please refer reply to query <b>No.9</b> above</p>

15	Section-III, GCC- Clause 39.3	56	<p><b>Retention money</b></p> <p>In each Interim Payment Certificate (IPC) @ 5% of value of work executed during each bill will be withheld and the withheld amount will be refunded to the contractor along with the Final bill / Taking over certificate. The maximum amount of Retention money to be with held is restricted up to 5% of the contract value.</p>	<p>In the Conditions of Contract Clause No. 39.3, "the Retention money withheld of 5% of value of each bill will be refunded to the Contractor along with the final bill/taking over certificate". Considering the huge cash flow involved in this size of work, we request the release of withheld amount to be considered as below:</p> <p>"The Contractor may at his option replace the retention amount with an unconditional bank guarantee from a bank acceptable to the Employer at the following stages:</p> <p>(a) After the amount reaches half the value of the limit of Retention Money as stated in the Contract Data.</p> <p>(b) After the amount reaches the maximum limit of the Retention Money as stated in the Contract data."</p>	Please refer reply to query <b>No.6</b> above			
16	Section-III, GCC Clause 47.2	62	<p><b>47.2</b> No material advance will be made or paid to the Contractor.</p>	<p>As per the Conditions of Contract Clause 47.2, "No material advance will be made or paid to the Contractor", as this is a major contract involving huge material requirements. In order to induce better cash flow into the project, we request release of material advance not exceeding 75% of corresponding value of materials determined on the basis of BOQ rates, delivered to the site by the Contractor.</p>	Please refer reply to query <b>No.10</b> above			
17	Schedule of Bidding Process	2	<p style="text-align: center;"><b>SCHEDULE OF BIDDING PROCESS</b></p> <table border="1" data-bbox="626 1402 1662 1499"> <tr> <td data-bbox="626 1402 685 1499">6</td> <td data-bbox="685 1402 1320 1499">LAST DATE FOR SUBMISSION of PROPOSALS (BID DUE DATE)</td> <td data-bbox="1320 1402 1662 1499">22ND JANUARY, 2014, 15.00 Hrs</td> </tr> </table>	6	LAST DATE FOR SUBMISSION of PROPOSALS (BID DUE DATE)	22ND JANUARY, 2014, 15.00 Hrs	<p>Considering the Pongal Festival Holidays, We request to extend the Bid submission date by 15 Days</p>	No Change. The Conditions of the Bid document prevails.
6	LAST DATE FOR SUBMISSION of PROPOSALS (BID DUE DATE)	22ND JANUARY, 2014, 15.00 Hrs						