

**n Construction of six lane elevated road from Basaveshwara circle to Hebbal flyover via Le-Meridian hotel and Mekhri circle in Bengaluru**

**STATEMENT ON REPLIES TO PREBID QUERIES – PART II**

**R1-14.12.2015**

<b>Sl.No.</b>	<b>Clause No</b>	<b>As per bid document</b>	<b>Queries</b>	<b>Reply to Queries</b>
285	Drawing No- DD 01 and DD 02		<p>1) Please confirm the difference between Fixed pier and Free pier in terms of structural arrangement.</p> <p>2) Please confirm whether Expansion joint exists at every 100m. If so, please furnish the expansion gap between the girders.</p> <p>3) Please confirm the extent of longitudinal girder continuity after cross girder other than expansion joint in every pier.</p> <p>4) Stiffener for jack is provided at middle and at 600mm bearing center. Please provide sectional view showing the required details.</p> <p>5) Plan brace ISA 200x200x12 is shown at girder bottom level whereas in section AA, it is shown at top level. Please advise the level of steel member. In section AA, horizontal tie is provided with ISMC 200. Please confirm the spacing of the tie member.</p> <p>6) The height of steel pier shall be considered from existing road level+500mm below existing road level. Please confirm.</p>	<p><i>1) Fixed pier will accommodate pinned bearings and free piers will accommodate guided/free bearings.</i></p> <p><i>2) Expansion joints will be provided at the ends of one module. The movement gap will be based on actual distance between expansion joints.</i></p> <p><i>3) The girders are simply supported on bearings at both ends in all the span.</i></p> <p><i>4) Required details will be furnished in detailed structural drawing at execution stage.</i></p> <p><i>5) In section A-A at Top, horizontal tie only provided which will be spaced at equal intervals as shown in plan at girder bottom in line with vertical bracings.</i></p> <p><i>6) 500mm shown in tender drawing is indicative. Actual depth will be furnished in detailed structural drawing at execution stage.</i></p>
286	Drawing No.-DD 03 (Sheet 1 of 2 and sheet 2 of 2)		<p>7) When pier height exceeds 10m, cross section / pier wall thickness shall be 20mm for top 10m and for balance height shall be 25mm whereas for pier height less than 10m, pier thickness shall be with</p>	<p><i>7) The thickness of plates on pier section will be based on detailed design.</i></p>

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			20mm thick plate. Please confirm.  8) Please confirm whether the 10mm thick stiffener plate shown in section 2-2 and 3-3 runs continuously between the diaphragm plates.	8) <i>The stiffener plate shall be continuous between diaphragm.</i>
287	Drawing No. – DD 01		9) Sacrificial shutters cannot be spanned for 1.5m as cantilever span. Deck supporting details required as noted.	9) <i>Bracket supports can be considered for costing. Cantilever portion of deck slab as being adopted in any other bridges.</i>
288	Drawing No.- DD 05 (Sheet 1 of 2 and sheet 2 of 2)		10) In level 2, structural details for closed bridges not issued. Please provide.  11) Sectional details for longitudinal girders are not furnished for level 01& 02. Please confirm to follow the sections same as 25m standard span sectional details.	10) <i>The span are with Bow string girder at edges of carriageway as shown in drawing DD-5 (Sheet 2 of 2)</i> 11) <i>The span are with Bow string girder at edges of carriageway as shown in drawing DD-5 (Sheet 2 of 2)</i>
289	Drawing No.-DD 06 and DD 07		12) 42mm thick diaphragm girder web plate is connected with 20mm thick flange plate at top & bottom. Please confirm. Also provide the sectional details.  13) Please provide the 12mm thick stiffner spacing.  14) Please provide the 12mm thick stiffner spacing and confirm whether it is required along the entire length of the girder.	12) <i>The thickness of plates will be based on detailed design.</i> 13) <i>Spacing of vertical stiffeners shall be based on detailed design which will be furnished in construction GFC drawings.</i> 14) <i>Stiffener is required on the entire length of the girder.</i>
290	Specifications for structural steel- Clause 4.00 – additional specifications for erection		1-1.5 Hrs road block to be considered Please confirm the road block to be considered as minimum 3 to 4 hours, as it is practically not possible to consider 1-1.5 hour road block	<i>Tender condition prevails (p-175 of special conditions of contract)</i>
291	IFT, clause 2.7, page 10 and ITT, clause 2.7, page 20	Joint venture (JV) with maximum of two partners is allowed provided the lead partner can fulfill at least 75% of all the qualification requirements. One of the partners should be an Indian company	With respect to clause 3.2 A (b) on page no.21 of the ITT, we understand that 75% and 25% for two major projects, turns out to be 1.5 and 0.5 projects respectively, which is ambiguous. Hence, of the two above we understand that the ITT clause 2.7	<i>3.2A (b) means that technical qualification of each JV partner should be 50% of the project cost put to tender, which is made clear in clauses 3.2A(b)(iii)</i>

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		<p>having its registered office in India, and should qualify minimum 25% of the requirement.</p> <p>And</p> <p>Joint venture with maximum of two partners is allowed provided the lead partner shall fulfill at least 75% of all the qualification requirements.</p>	<p>on page 20 shall prevail. Accordingly, as per our understanding, for a joint venture if the qualification requirements are met as under then the JV stands qualified:</p> <ul style="list-style-type: none"> <li>- Project 1: Lead partner brings the experience of concrete/ steel bridge in metro cities having length over 3.4Km (abutment to abutment)</li> <li>- Project 2: Other partner brings the experience of major project in buildings/ industrial plants with structural steel etc.</li> </ul> <p>Both aforementioned projects are having value above INR 650 Cr and completed in 2 years within last 5 years.</p> <p>Please confirm if our above understanding is correct.</p>	
292	ITT, clause 2.6, page 19		<p>Regarding registration of Tenderers with central / state agencies.</p> <p>In case of a foreign partner to participate in the JV, we request to allow participation, if the Indian partner is registered with other central / state agencies. Since it may not be possible for the foreign partner to get registered in such a short span of time.</p> <p>Request your confirmation regarding clause 2.6 on page 19 of ITT, allowing participation of JV, if the Indian partner is registered with central / state agencies.</p>	<i>Both the members shall be registered.</i>
293	BOQ Item Sr. No. 126	-	Item description is not mentioned in revised BOQ for the referred item. We presume that it would be same as mentioned in the original BOQ. Please confirm/clarify.	<i>Corrected details have been uploaded in the revised BOQ dated: 11.12.2015.</i>

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294	BOQ Item Sr. No. 145 to 152, 160 to 165, 169 to 172, 179 to 182, 233 to 256, 268 to 269, 291 to 303 and 323 to 345.	-	We understand that for the referred BOQ items, only labour charges are to be filled in without considering any material supplies as per description of the item, please confirm/clarify.	<i>Corrected details have been uploaded in the revised BOQ dated: 11.12.2015.</i>
295	BOQ Item Sr. No. 234, 235 and 236	supplying and laying of 3 core x 400, 3 core x 240 and 3 core x 95 sqmm 11 KV cable	Please confirm whether the rates for the referred BOQ items must be for supply and laying of the cables as described in the item description. Please note the BOQ item No. 208, 209, & 210 also mention the supply of cables of same quantity and sizes. Request you to confirm that the rate for these items must also include supply and laying charges or only laying charges.	<i>Corrected details have been uploaded in the revised BOQ dated: 11.12.2015.</i>
296	IFT, Clause 2.3, page 9 & 19	No Corporate Debt Restructuring (CDR) company can participate either directly or JV Partner and Profit after Tax should be positive for "last five years" (i.e. 2010-11 to 2014-15). The applicant either directly or as JV partner should not have declared "loss" in the last five years.	We understand that pre-qualification norms shall be based on upon technical expertise and financial soundness (turnover, positive net worth, liquidity limits, ability to secure and manage working capital). The tender condition mentioned at CI, 2.3 of IFT is not as per suggested guidelines or general norms followed by almost all central government agencies incl CVC, General Financial Rules, 2005 of Ministry of finance and various multilateral funding agencies like and world bank, LICA etc. And this would prevent competent companies having vast experience in executing such projects from participating in the tender process and giving their most competitive bid which ultimately will result in loss to the public exchequer. By introducing such onerous clause in the bidding process the authority, has thwarted the spirit of CDR mechanism established by RBI. A detailed note on CDR is already given through our letter Ref No. TNP-S/SR/5230 Date: Oct 07, 2015.	<i>No company under Corporate Debt Restructuring (CDR) can participate either directly or JV Partner. Profit after Tax should be positive for at least three years out of "last five years" ( i.e. 2010-11 to 2014-15). ). The applicant either directly or as JV partner should not have declared "loss" for three or more financial years in the last five years.</i>

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			So we request you to kindly delete CDR criterion from eligibility of tender conditions by issuing necessary amendments.	
297	IFT, clause 2.3, page 9 & 19	No Corporate Debt Restructuring (CDR) company can participate either directly or JV Partner and Profit after Tax should be positive for "last five years" (i.e. 2010-11 to 2014-15). The applicant either directly or as JV partner should not have declared "loss" in the last five years.	We presume that clause no. 2.3 must be mentioned unintentionally, as the Clause no. 3.2.C pg no. 21 is widely used by all central/state government bodies, public sector undertakings, and Multilateral funding agencies for the tender pre-qualification. We request you to kindly issue necessary amendment for removal of cl. 2.3.	<i>No company under Corporate Debt Restructuring (CDR) can participate either directly or JV Partner. Profit after Tax should be positive for at least three years out of "last five years" (i.e. 2010-11 to 2014-15). ). The applicant either directly or as JV partner should not have declared "loss" for three or more financial years in the last five years.</i>
	ITT, clause 3.2 C, page 21	The Tenderer should be net profit making in 3 (Three) financial years during last 5(Five) years (2010-2011 to 2014-2015)		
298	ITT, Clause 3.2B, page 21	B. Annual capacity of Structural steel executed at least 65000 MT.  Note: 1. Manufacturing capacity for the required grade of steel of at least the same quantity required for the proposed project or should have a letter of commitment from a manufacturer / s of the required grade of steel of the same quality required for the project.  2. It is not necessary that work of piling and structural steel are executed in the same project/contract.  3. "Executed" means even ongoing project/works, where required length of piling or required quantity	The criterion set for piling similar completed works are as 1) Piling works it is set as" c) i) Piling work 19000 Rmt to be executed in any one year of (dia not less than 900mm) "(Pls. Ref. Pg no.21 of ITT) which is approx 65% of the project estimated piling works quantity And (2)Satisfactory completed works it is set as "2 projects of worth. INR 650Cr and one of the project shall be flyover or bridge of length not less than 3.4 Kms "which is approx. 50% of the project estimated cost and proposed project length.  While the criterion for "annual capacity of structural steel" specified is almost equivalent to project estimated quantity, which is on higher side. Looking into duration of the project, it is requested	<i>Tender condition prevails.</i>

Sl.No.	Clause No	As per bid document	Queries	Reply to Queries
		of structural steel works physically completed and same is supported by client certificate(s)	to kindly modify this clause as  “Annual capacity of structural steel executed at least 30000MT”	
299	ITT, Clause 3.2A, page 11&21	<p>b) Satisfactorily completed in last 5 years as a prime contractor, at least two major projects (buildings, flyovers, jetties, industrial plants with structural steel ) of value not less than 50% each of the amount put to tender out of which,</p> <p>i) One of the project shall be flyover or Bridge in any of the metro cities having length not less than 3.4 kms (abutment to abutment)</p> <p>ii) Above said structure under i) shall be steel or concrete or precast segmental.</p> <p>iii) Cost of above structure under i) shall not be less than INR 650 Crores in single work / stretch.</p>	<p>It is requested to kindly modify this clause consider the following</p> <p>(1) Satisfactory completed Major Projects (buildings, Flyover, Bridges, Jetties, Industrial plants with structural steel) over period of last 7 years.</p> <p>(2) A simple weight age of 10% per year shall be given for updating project value to 2014-2015 price level.</p>	<i>Tender condition prevails.</i>
300	ITT, Clause 30, page 39	Mobilization 5 % of the Contract price, bearing an interest of 12%	It is requested provide interest free mobilization advance equivalent to 10% of the contract value.	<i>Tender condition prevails.</i>
301	ITT, Clause 30, page 39	Machinery advance 5 % of the Contract price Advance is bearing an interest of 12%	It is requested provide interest free machinery advance equivalent to 10% of the contract value.	<i>Tender condition prevails.</i>
302	CC & SCC, Clause 36.1, page 87	The contractor shall submit to the employer bills of the value of the work completed as per following stages less the cumulative amount paid previously. The minimum Bill value claimed shall not be less than INR 35 crores.	It is requested to consider that the actual bill value (or) bill amounts for the Monthly bill payments	<i>Tender condition prevails.</i>
303	CC & SCC, Clause 37, page 87		It is requested to consider the entitlement of interest to the contractor for the delayed payments by the employer.	<i>Tender condition prevails.</i>
304	General		It is requested to provide the status of Land acquisition, Environmental clearances etc, necessary for the projects.	<i>Land will be made available in parts as required. However 80% of the site is readily available. Regarding clause 3 of special condition of contract is very clear and there cannot be any ambiguity.</i>

Sl.No.	Clause No	As per bid document	Queries	Reply to Queries
305	ITT, Clause 3.2B, page 21	"Annual capacity of Structural steel executed at least 65000 MT"	<p>Qualification of the tenderer wherein it is specified that "Annual capacity of Structural steel executed at least 65000 MT"</p> <p>We would like to mention that the total tendered quantity of structural steel given in BOQ is 62000MT which shall be executed in 2 years construction period.</p> <p>Considering the above, asking rate of 65000MT per year given in qualification requirement is logically not correct. Therefore we request you to reduce the quantity to 30000MT per year.</p>	<i>Tender condition prevails.</i>
306	General		<p>Our keen perusal of pre-qualification requirement reveals that there is a strong need to look into and review prequalification criteria as there are many confusing clauses.</p> <p>For example clause no 3.2 C on page 21 and clause 2.3 on page 19, in relation to profitability and Bridge/ Viaduct are not mentioned and Jetty / Industrial structures are mentioned in 3.2 A (b) on the page 21.</p>	<i>Tender conditions have been made with due care and there is no need to review the qualification in criteria</i>
307	Completion period IFT, Section -6, Contract data (iii) pg no:123	24 months (Including Monsoon)	Considering the volume of work involved we request you to revise the completion period to a minimum of 36 Months (including monsoon).	<i>Tender condition prevails.</i>
308	Possession of the site section-5, COC page no: 80	The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and the same may be considered as a Compensation Event.	We understand that contractor shall be suitably compensated in term of time and cost for any delay in handling over of site with respect to the approved construction programme.	<i>As this has been corrected in the updated tender at 11-12-2015 your quarries is not applicable.</i>
309	Submission of bills	The contractor shall submit to the employer bills of the	We request you to remove this clause.	<i>Tender condition prevails.</i>

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	for payment. Section-5, COC pg no:87	value of the work completed as per following stages less the cumulative amount paid previously. The minimum bill value claimed shall not be less than INR 35 Crores.		
310	Payment. Section-5, COC pg no:87	Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor within 60 (Sixty) days of submission of bill. The Contractors shall be liable to pay liquidated damages for short fall in progress. For progress beyond the agreed Program, payment is subject to availability of grants.	Request you to consider payment of 80% of running account bill within 7 days from the date of submission and balance 20% within 21 days from the date of submission of bill.	<i>Tender condition prevails.</i>
311	Tax. Section-5, COC pg no:89	The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes 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.	Request you to compensate any change in existing taxes, duties, levis and also introduction of any new taxes and duties from the bid submission date.	<i>Tender condition prevails.</i>
312	Security deposit. Section-5, COC pg no:91	The successful tenderer shall pay a total Security Deposit equal to an amount of 7.5% of the Contract value. The EMD of 1% on the estimated cost paid earlier will be adjusted towards the Security Deposit. The balance amount will be recovered at 6.5% of each running bills as further Security Deposit. Alternatively, Security Deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer.	We request you to consider the security deposit as 5% of the contract price and this may be deducted from RA bill.	<i>Tender condition prevails.</i>



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313	Mobilization advance. Section-5, COC pg no:91	5 % of the Contract price, with an interest of 12% per annum	We request you to provide interest free mobilization advance	<i>Tender condition prevails.</i>
314	Plant and machinery advance Section-5, COC Pg no:91	5 % of the Contract price, with an interest of 12% per annum	New equipment:90% of purchase price  Old equipment : 50% of purchase price  We request you to provide interest free mobilization advance and advance towards old machinery @ 80% of the depreciation value.	<i>Tender condition prevails.</i>
315	Penalty and Delay-(e). Clause 7.2-(e) Section-5,COC Pg no:118	In the event of the contractor failing to comply with these conditions (except for reasons beyond his control) he shall be liable to pay as penalty of an amount equal to one percent (1%) of such smaller amount as the Executive Engineer or higher authority (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provided always that the total amount or penalty to be paid under the provisions of this clause shall not exceed 7 ½% of the estimated cost of the work as shown in the tender.	We request to remove this clause as the contractor will be penalized for any shortfall in the progress under liquidated damages clause- Cl-7.2 Section-5,COC pg no:118	<i>Tender condition prevails. The term of the contract is clear in the revised tender condition uploaded on 11-12-2015 that the penalty and liquidated damages together is limited to 10% of contract price in clause 7.3 of special condition of contract.</i>
316	Liquidity damages for delay in completion Cl- 7.2 Section-5,COC Pg no:118	If the Contractor fails to complete the works within the time prescribed in the tender or approved extended time, then the contractor shall pay to the Employer 0.5% (Half percent) per week of the Value of contract subject to a maximum of 7.5% of the value of contract	If the entire project is completed in stipulated period, including all extension granted, the liquidated damages deducted shall be refunded to the contractor.	<i>Tender condition prevails.</i>
317	General	Land for establishing casting yard and land for labour	Please provide land for casting yard labour camp, etc for free of cost.	<i>Contractor has to make required arrangements, at his own cost.</i>

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		camp		
318	ITT, Clause 3.2B, page 21	Annual capacity of Structural steel executed at least 65000 MT.	There are only few structures constructed with such huge quantum of structural steel fabricated and erected annually. Request you to modify the clause as <b>“ Annual capacity of structural steel executed at least 6000 MT”</b>	<i>Tender condition prevails.</i>
319	NIT	Last date of receipt of tender 30/11/2015 up to 16.00Hrs	To enable us to submit a more competitive and technically responsive bid, we request you to extend the <b>tender submission by At least 1 month i.e. up to 30<sup>th</sup> December, 2015</b>	<i>The same have been indicated in the corrigendum issued on 26.11.2015.</i>
320	Clause 2.7		It is proposed that the experience of bidders may please be allowed to combine together to meet the qualifications collectively by the JV partners.	<i>Tender condition prevails</i>
321	Clause 3.2 A (b)		Work completed in last 5 years may please be considered without limiting the duration to 2 years. Further, steel superstructure work executed for a river bridge project meeting with the given length 3.4 KM and financial value of Rs. 650 Crore may please be considered qualified against requirement of one bridge / flyover work in metro cities.	<i>Tender condition prevails.</i>
322	Clause 3.2 (B)		The required quantum of 65000 MT per annum may please be revised to 50000MT in a single project.	<i>Tender condition prevails</i>
323	Note given below clause 3.2 (c)		It is requested that in case of JV Bidder, experience of both the JV partners may be combined together to meet the qualifying requirements collectively.	<i>Tender condition prevails</i>
324	Corrigendum: BDA/EE/ID-3/158/2015-16, corrigendum		Drawings for down ramps, as mentioned in the referred letter is not available on portal.  Please provide the drawings	<i>Drawings have been uploaded on 11.12.2015.</i>
325	Drawings		Connection details for superstructure and substructure is not provided We presume that the connection will be bolted,	<i>The connection between longitudinal main girder and diaphragm will be with bolts. The</i>

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			using HSFG bolts, please confirm this and give us the detailed drawings for plate girder joint and pier splice / Cap connection.	<i>working detail will be furnished at execution stage.</i>
326	Drawings		Type of superstructure for span >30m is not given in the tender. Please provide the GAD and cross section for span which are > 30m	<i>Tender condition prevails</i>
327	F. Award of contract. Clause 30 Advance payment	Advance bearing an interest of 12%	Interest cost will added in the bid price by all the bidders. Ultimately the interest will be paid to BDA. The bidder requests you to provide interest free advance, for ease of cash flow.	<i>Tender condition prevails</i>
328	D. Cost control clause 36.1 Submission of bills for payment	The Contractor shall submit to the Employer bills of the value of the work completed as per following stages less the cumulative amount paid previously. The Minimum Bill value claimed shall not be less than INR 35 Crores.	The bidder requests you to replace 35 Crores by 1 crore and to do the payment on monthly basis.	<i>Tender condition prevails</i>
329	D. Cost control clause 36.3 Submission of bills for payment	The certification of bills will be done provided RA bills are submitted with relevant supporting documents. Even in the unlikely event of there being any delay in settlement of contractor's bills, the contractor is not eligible for any compensation for such delays.	The bidder requests you to kindly provide interest for delayed payments.	<i>Tender condition prevails</i>
330	Conditions of contract-2.2 Interpretation	In case of conflicts between the different parts of this tender, the following order of precedence shall govern. (1)Agreement (2)Letter of Acceptance, notice to proceed with the works (3)Bill of quantities (4)Minutes of Meeting of Pretender Meeting (5)Contractor's Tender	Bidder requests to modify the clause as follows: "In case of conflicts between the different parts of this tender, the following order of precedence shall govern. (1)Agreement (2)Letter of Acceptance, notice to proceed with the works (3) Contractor's Tender (4) Bill of quantities	<i>Please refer the amended conditions in the document</i>

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		(6)Contract Data (7)Conditions of Contract (8)Specifications (including annexure) (9)Drawings (10)Any other document listed in the Contract Data as forming part of the Contract. (11)Codes of practice	(5)Minutes of Meeting of Pretender Meeting (6)Contract Data (7)Conditions of Contract (8) Drawings (9) Specifications (including annexure) (10)Any other document listed in the Contract Data as forming part of the Contract. (11)Codes of practice	
331	Conditions of contract- 17.1 contractor to construct the works	The Contractor will commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.	Bidder requests the employer to extend the duration of contract to 912 days in view of criticality of the project and huge work involved. Please confirm	<i>Tender condition prevails</i>
332		The Intended Completion Date for the whole of the Works is 24 Months (including monsoon) with the following milestones[17, 2]		<i>Tender condition prevails queries</i>
333	Contract data price adjustment formula	Co =The all-India average wholesale price index for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;  Ci=The all-India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry,	Bidder requests the Employer to adjust the contract price for increase / decrease in the prices of cement on monthly basis as per prevalent practice and to reimburse actual escalation on the various components. Further, the price index applicable shall be considered for the 1 <sup>st</sup> day of the month to which it relates.  Other components such as RE steel, structural steel, Bitumen etc, to be modified in line with the above.	<i>Tender condition prevails</i>

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		Government of India, New Delhi		
334	Conditions of contract. Clause 40.1 Price adjustment	c) The price adjustment shall be determined during each quarter from the formulae given in contract data.		<i>Tender condition prevails</i>
335	Preamble to Bill of quantities-38	Guarantee period: The guarantee period for LED luminaries shall be for period of 5 years & the security deposit corresponding to 5% of the LED luminaries cost will be refunded on expiry of 5 years guarantee period after successful completion & handling over of the entire work and the standard LED drivers has protection CKT if voltage goes above 300v ac, driver will switch OFF Luminaries and voltage comes at normal rated voltage automatically it will switch ON the luminaries.	As the defect liability period of the works is 2 years, bidder requests to reduce guarantee period for LED luminaries to 2 years in line with DLP clause, Please confirm.	<i>Not agreed.</i>
336	Preamble to Bill of quantities-20 Basic rate		If contractor is to mention the basic rates then every contractor will be mentioning a different rate in case how can a apple to apple comparison can be made, we request client to provide basic rates for materials with which all the contractors will be at same datum	<i>Deleted in preamble quantities.</i>

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337	Clause 3.00 – Qualification of Tenderer (3.2 B) Min Structural steel quantity executed		As the structural steel quantity is being executed in different projects uploading all the certificates will be difficult, can we produce certificate from chartered accountant showing all the total structural steel quantity executed in an year by our company	<i>Tender condition prevails.</i>
338	Secured Advance contract data		As mentioned in contract data 75% of cost of reinforcing steel / structural steel and bitumen will be paid to contractor, we request you this advance shall be released as and when the material reaches the site against the invoice values produced by contractor within 7 days or please mention the period required to release the amount to contractor	<i>Tender condition prevails.</i>
339	Payment terms		As the quantum of structural steel quantity is huge, we request you to bifurcate the payment for structural steel items into fabrication and erection. 75% on fabrication & 25% on erection of structural members.	<i>Tender condition prevails.</i>

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340	Excise duty		As DPR estimate is not provided to contractors, please clarify whether Excise duty on fabricated structural steel is considered or not, if considered please clarify whether exemption of excise duty is applicable on structural steel.	<i>Please refer Clause no 11.3 of ITT(Section 2) of Tender document.it is clear that all duties, Taxes and other levies are included the rates, prices and total tender price, hence excise duty is to be included and there is no exemption.</i>
341	Land for fabrication yard		Requirement of land for fabrication yard is huge, hence request BDA to provide min of 10 to 15 acres rent free land for this purpose also if land belongs to BDA, we can save excise duty on fabricated items	<i>Contractor has to make required arrangements, on his own, at his cost.</i>
342	Drawing		We request to provide detail drawing of span P-136 to p-137 (75 m obligatory span)	<i>Required details will be furnished in detailed structural drawing at execution stage.</i>

