

### Reply for the queries

Name of Work: Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam on EPC mode.

Tender ID: 2021\_NHIDC\_641862\_1

Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1	Section-1, Para 1.1.2 of RFP Pg-10	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the terminal or any Section thereof, till the expiry of a period of 05 (Five) year commencing from the date of Provisional Certificate (the "Defects Liability Period"). Provided that the Defects Liability Period shall in no case be less than <b>05 (Five) years from the date of Completion Certificate</b> for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate.	Whereas in DCA Page 81, Para 17.1. (i) the DLP is mentioned as below:  "The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the " <b>Defects Liability Period</b> ") for 2 years from the date of completion"  <b>Clarification required as to which of these two periods is correct for DLP?</b>	Please refer Amendment No.-1
2	Section-1, Para 1.2.3 of RFP, Pg-11	The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Detailed Project Report prepared by the Authority/ consultants of the Authority (the " <b>Detailed Project Report</b> ") is also enclosed. The Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Detailed Project Report. The aforesaid documents and any addenda issued	Detailed Project Report as mentioned in this paragraph is not shared with the Tender Documents.	Please refer Appendix-A Detailed Project Report that has already been uploaded on NHIDCL website.



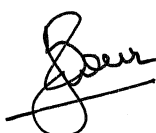
		subsequent to this RFP Document will be deemed to form part of the Bidding Documents.		
3	2.21.2, Performance Security of RFP, Pg-37	The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.	DLP is mentioned as 5 years in RFP (Para No. 1.1.2, Page No. 10) and 2 years in DCA (Para 17.1 (i), Page No. 81). If the correct DLP is 5 years, should the Performance Security be valid for (60+2) 62 months	Yes, the correct DLP is 5 years and the Performance Security shall be valid for (60+2) 62 months.
4	4.1 (ix), Article-4: Obligations of Contractor, DCA, Pg-30	The Contractor shall obtain and maintain a project related bank account operational at site where all transactions related to the payment of work will be done. The Contractor shall submit a monthly account statement and a detailed report on utilization of funds transferred to this project related bank account to Authority's Engineer along with Stage Payment Statement. Notwithstanding anything contrary to this agreement, the authority, in the interest and to ensure timely completion of the work, reserves the right to audit such bank accounts to ensure that there is no diversion of funds from this project specific account to any other project being implemented by the Contractor.	As per the recent requirement by the Banks, we are not allowed to open Current Accounts when we have a CC facility.  In fact, the Current Accounts which we had to be closed as per this requirement.  Under the circumstance, how to address this requirement.	As per DCA.
5	Para 5.1 (i) (e), Article-5, DCA, Pg-35	The information furnished in the Bid, Request for Qualification and Request for Proposals or otherwise and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;	There is No Request for Qualification in the tender doc.	As per DCA.
6	Para 7.2, Article-7, DCA, Pg-43	<b>Extension of Performance Security and Additional Performance Security:</b> The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended	CPBG can be initially given for a period of 2 years and thereafter the same CPBG validity will be extended to whatever period as required, instead of obtaining a fresh CPBG in lieu of the expiring CPBG, and replacing it with old CPBG, and old CPBG being returned by Authority.	The same Performance Bank Guarantee submitted towards Performance Security could be renewed.



		Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.		
7	Para 7.5, Article-7, DCA, Pg-44	(i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.	5 % or 6% is the correct deduction towards Retention Money	As per DCA.
8	Para 7.5, Article-7, DCA, Pg-44	(v) The contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form provided at Annex-II of Schedule – G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of clause 7.5 (i) Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.	What does tranches of not less than 1% of the contract price mean?	As per DCA.
9	Para 10.3, Article-10, Design and Construction of the Project, DCA, Pg-58	(i) The Contractor shall construct the Project as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The [459th (Four Hundred and Fifty Nine) day] from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.	On the contrary, in Section 1 of RFP, under Para 1.1.1 - Background in the Table it is mentioned as 18 Months.  Which is the correct duration for completion?	Please refer Amendment No.- I



10	Para 10.3, Article-10, Maintenance during Construction Period, DCA, Pg-59	-	This 10.3 is mentioned again in Page 59 as Maintenance during Construction Period, and shown as Deleted.	This Para-10.3 mentioned in Page 59 as Maintenance during Construction Period may be treated as omitted.
11	Para 13.5 (i), Article-13, Power of the Authority to undertake Works, DCA, Pg-77	In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 13.2, the Authority may, after giving notice to the Contractor and considering its reply thereto, award such Works or services to any person or agency on the basis of open competitive bidding. It is also agreed that the Contractor shall provide assistance and cooperation to the person or agency who undertakes the works or services hereunder. The Contractor shall not be responsible for rectification of any Defects, but the Contractor shall carry out maintenance of such works after completion of Defect Liability Period of work by other person or agency during the remaining period of this agreement without any extra payment.	More Clarity on this is required.	As per DCA.
12	Para 17.1 (i), Article-17, Defect Liability Period, DCA, Pg-81	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the "Defects Liability Period") for 2 years from the date of completion.	The same in RFP on Page No. 106 Clause 9.1 states as "The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the terminal or any Section thereof, till the expiry of a period of 05 (Five) year commencing from the date of Provisional Certificate (the "Defects Liability Period"). Provided that the Defects Liability Period shall in no case be less than 05 (Five) years from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion	Please refer Amendment No.- I




			Certificate.	
13	Para 17.1 (i), Article-17, Defect Liability Period, DCA, Pg-81	The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because of usual wear or tear in the Project or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article 14.	In fact Article 14 in DCA is mentioned as Deleted.	Please refer Amendment No.-I
14	Para 19.20, Article-19, Bonus for early Completion, DCA, Pg-96	In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.03% (zero point zero three per cent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 5% (five per cent) of the Contract Price. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate. For the avoidance of the doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the works shall always be deemed to be as specified in this Contract Agreement but excluding the works deemed to be deleted from the scope of work under clause 8.3 of this Contract Agreement and the Contract Price shall always be deemed to be the amount specified in Clause 19.1 (i) after excluding the Contract Price of the Works deemed to be deleted from the Scope of Work under clause 8.3 of this Contract Agreement, and shall exclude any revision thereof for any reason. The Parties also agree that bonus shall be payable only if each work for which	This heading is not mentioned in the RFP	As per DCA.



		Time Extension has been granted is completed within respective Extended Time.		
15	2.2.2.2 (ii) Technical Capacity, RFP, Pg-21	<p>A minimum number of eligible projects specified below that have been satisfactorily completed as a prime contractor or joint venture member, between 1st April 2016 and Application Due Date.</p> <p>One (1) contracts with a value of at least <b>Rs. 52.54 Crore;</b> or Two (02) contracts each with the value of at least <b>Rs. 39.40 Crore;</b> or Three (03) contracts each with the value of at least <b>Rs. 26.27 Crore;</b></p>	<p>A minimum number of eligible projects specified below that have been satisfactorily completed as a prime contractor or joint venture member, between 1st April 2016 and Application Due Date.</p> <p>One (1) contracts with a value of at least <b>Rs. 39.40 Crore;</b> or Two (02) contracts each with the value of at least <b>Rs. 26.27 Crore;</b> or Three (03) contracts each with the value of at least <b>Rs. 19.70 Crore;</b></p>	Please refer Amendment No.-1

Other entries remain same.

  
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