

**CORRIGENDUM-2**

Date: 06.04.2020

Name of work : Construction of Integrated Check Post at Nepalgunj in Nepal : Main Package-1

- Clarification / reply to bidder's queries
- Tender No. : RITES/AP/ICP/Nepalgunj/Tender/2020/01
- Tender ID : 2020\_RITES\_44972\_1
- Date and time of pre bid meeting : Held in RITES office, ROC-II, Plot-144, Sector-44, Gurgaon – 122003 at 11:30 hrs. on 18.03.2020

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
1	<p><b>Annexure-1 of SECTION 1 (Page no. 29)</b> <b>Para 2(ii)(b) : Construction Experience in Key Activities/Specified Components:-</b></p> <p>To qualify for award of the contract, each bidder in his own name or as a member of a Joint Venture should have, in the last five years prior to the last stipulated date for submission of the bid, executed the following key activities in any one work individually carried out in India. <b>Pavement works of National Highway / Airports / Ports etc. of minimum value of Rs. 25 crore”.</b></p>	<p>Bidder has requested to remove the criteria of <b>“Pavement works of National Highway / Airports / Ports etc. of minimum value of Rs. 25 crore.” under Construction Experience in Key Activities/Specified Components” in the interest of wider participation and getting competitive offer for the tender.</b></p> <p>He also mentioned that the such criteria was not kept in similar recently floated tender of ICP Rupaidiha by LPAI.</p>	<p>No change proposed. Provision in the tender shall prevail.</p>
2	<p><b>Annexure-1 of SECTION 1 (Page no. 29)</b> <b>Para 2(ii)(b) : Experience in Key Activities/Specified Components:</b></p>	<p>For construction experience in key activities, the clause shall be modified as under:</p>	<p>No change proposed. Provision in the tender shall prevail.</p>

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	<p>To qualify for award of the contract, each bidder in his own name or as a member of a Joint Venture should have, in the last five years prior to the last stipulated date for submission of the bid, executed the following key activities in any one work individually carried out in India.</p> <p><b>Pavement works of National Highway / Airports / Ports etc. of minimum value of Rs. 25 crore”.</b></p>	<ol style="list-style-type: none"> <li>1. Bidders having experience of execution of integrated check post shall be exempted from requirement of such experience in this key activity OR</li> <li>2. Bidders having experience of completion of National Highways / State Highways / MDRs with supporting document like completion certificate issued by the authority shall be considered OR</li> <li>3. Bidders having experience of substantially completion of National Highway works with copy of certified RA bill as supporting document shall be considered.</li> </ol>	
3	<p><b>SECTION 1 (Page no. 13)</b>  <b>Para 9.1 : Earnest Money Deposit</b></p> <p>The Tender should be accompanied by earnest money of <b>Rs. 1,42,00,000/- (Rupees One Crore Forty Two Lakh only) (1% of the estimated cost)</b> in following forms :</p> <p>i) <b>Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)</b> in any one of the forms given below : Banker’s Cheque / Pay Order / Demand Draft issued by any Scheduled Commercial Bank drawn in favor of <b>Pay &amp; Accounts Officer,</b></p>	<p>Now-a-days Central Govt. departments like NHAI, MORT&amp;H are allowing Bid Securing Declaration in place of Bank Guarantee for Bid Security and no DD is stipulated. We request you to allow to submit Bid Securing Declaration as per Central Govt. policy, format is attached herewith.</p> <p>Alternatively the total amount of Earnest Money of Rs. 1,42,00,000/- shall be allowed</p>	<p>No change proposed. Provision in the tender shall prevail.</p>

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	<p><b>Ministry of External Affairs, New Delhi payable at Delhi.</b></p> <p>ii) The balance amount of Earnest Money amounting to <b>Rs. 1,17,00,000/- (Rupees One Crore Seventeen Lakh only)</b> may be furnished either in the form of Banker's Cheque / Pay Order / Demand Draft as mentioned in (i) above or in the form of Bank Guarantee of any Scheduled Commercial Bank or State Bank of India in accordance with the form given at Annexure-VIII in favor of <b>Pay &amp; Accounts Officer, Ministry of External Affairs, New Delhi.</b></p>	<p>to be submitted in form of Bank Guarantee issued by Scheduled Bank / Nationalized Bank.</p>	
4	<p><b>SECTION 8 (Page no. 17)</b> <b>Clause 1(i) of Clauses of Contract:</b> <b>Performance Guarantee</b></p> <p>The clause provides "The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered value and also an Additional Performance Guarantee, if his offer is less than 85% of the estimated cost of work put to tender, of an amount by which the bid falls short of 85% of the estimated cost, for the contractor's proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provisions in the contract) within the period specified in</p>	<p>Taking into account the negative approach towards the infrastructure projects by the banks, the banks are reluctant to issue the bank guarantees to the contractors, hence the Performance Guarantee shall be reduced to 2% from 5% of the tendered value.</p>	<p>No change proposed. Provision in the tender shall prevail.</p>

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	Schedule F from the date of issue of Letter of Acceptance".		
5	<p><b>SECTION 1 (Page no. 20)</b> <b>Para 17.4 : GST</b></p> <p>Price/rates quoted by the contractor in respect of the contract shall be exclusive of GST. In case GST is found to be applicable, the same shall be paid additionally as provided under Clause 37 of General Condition of Contract read with the relevant special condition of contract.</p>	<p>As on date the applicability of GST on Contract amount is not clear. Therefore please clarify whether the rates to be quoted are excluding GST on procurement of Materials, equipment's and services etc. and if GST becomes applicable, it shall be paid extra at actuals.</p>	<p>Reimbursement of GST on works contract, if applicable, is already provided for in clause 17.4 (page 20 of section-1) and the price / rates quoted by the bidder shall be exclusive of GST.</p> <p>Also the material and equipment exported to Nepal for the project is exempted from custom duty in Nepal.</p> <p>No change proposed. Provision in the tender shall prevail.</p>
6	<p><b>SECTION 1 (Page no. 21)</b> <b>Para 17.10 (b): Exemption of Taxes by Government of Nepal :</b></p> <p>Refund of VAT and related taxes in respect of any material or equipment purchased or procured in Nepal for the project. The executing agency shall submit the necessary requests with VAT bills to the Inland Revenue Office of Govt. of Nepal for reimbursement and Inland Revenue Office of Govt. of Nepal</p>	<p>It has been provided in the clause that the taxes likes royalty on mines &amp; minerals, levy of local taxes, Cess, VAT paid by the contractor on purchase / procurement of material, equipment, services in Nepal for the project shall be shall be reimbursed on submission of necessary requests with VAT Bills and other related Taxes.</p>	<p>The tender provision about applicability of refund of taxes in Nepal is self explanatory and unambiguous. The tenderer should work out the rate accordingly.</p> <p>No change proposed. Provision in the tender shall prevail.</p>

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	will reimburse the paid VAT within the prescribed time, in accordance with the VAT act and regulations of Govt. of Nepal.	<p>Please clarify whether such tax liability shall be considered while working out the rates for the tender.</p> <p>Or working out the rates for the tender excluding such tax liability and such taxes shall be reimbursed directly extra at actual to contractor.</p>	
7	<p><b>SECTION 7 (Page no. 5)</b>  <b>Clause 10(xiii) of Conditions of Contract and</b>  <b>Section-4 (page 89)</b>  <b>Clause 5.1a) Schedule 'F' : Date of Commencement</b></p> <p><b>15 days (Fifteen Days)</b> from the date of issue of LOA or the first day of handing over of site or the date of approval issued by the Govt. of Nepal of initial master list for custom free import of contractor's material, equipment and machinery etc. whichever is later.</p>	<p>As the time required for approval of Master List and more time is required for Quarry permission &amp; allotment from Mining Department of Nepal Govt., we request you to consider the date of commencement 15 days after approval of second master list issued by Govt. of Nepal or after Quarry permission received from Mining Department of Nepal Govt. which is later</p>	<p>No change proposed. Provision in the tender shall prevail.</p>
8	<p><b>Section-3 (page 72)</b>  <b>Clause 1.1D : Payment on Intermediate Certificates</b></p>		

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	<p>The Clause states: "Payment on account of amount admissible of IPC / Running Account Bill(s) shall be made by the client (MEA) after approval of competent authority (Division / IFD) within 45 working days (excluding the day of submission) of presentation of the bill by the Contractor to the Engineer-in-Charge or his Engineer together with the account of the material issued by the Employer, or dismantled materials, if any duly certified by M/s RITES".</p>	<p>For smooth cash-flow and for gearing up the progress of the work, the payment shall be made within a period of 15 days from the presentation of the bill by the contractor.</p>	<p>No change proposed. Provision in the tender shall prevail.</p>
9	<p><b>SECTION 8 (Page no.41)</b>  <b>Clause 10 B (iv) of Conditions of Contract : Interest &amp; Recovery of Mobilization Advance</b>  <b>and</b>  <b>Section 4 (page 90) Clause 10 B</b></p> <p>The clause provides that the mobilization advance and plant and machinery advance in (ii) &amp; (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance</p>	<p>We request you to provide Interest-free mobilization advance against submission of bank guarantees of equivalent value as per other Central Govt. Department.</p>	<p>No change proposed. Provision in the tender shall prevail.</p>
10	<p><b>SECTION 1 (Page no.21)</b></p>	<p>Please confirm whether any tax concession / exemption is applicable for this project as</p>	<p>Please refer clarification under query at s.no. 5 &amp; 6 above.</p>

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	<b>Para 17.10 : Applicability of Tax Concessions / Exemption</b>	earlier excise duty was exempted in such type of projects.	No change proposed. Provision in the tender shall prevail.
11	<b>SECTION 3 (Page no.80) (III) of Additional Special Conditions (Electrical Supply Items) second bullet :</b>  The Tenderer shall provide a replacement guarantee of <b>TWENTY FOUR MONTHS, in the form of a certificate</b> , from the certified date of completion of the work	As the Maintenance Period is 12 Months and standard policy of manufactures guarantee is TWELVE MONTHS, the clause shall be modified for replacement guarantee of 12 months instead of 24 months.	No change proposed. Provision in the tender shall prevail.
12	<b>SECTION 3 (Page no. 80) (III) of Additional Special Conditions (Electrical Supply Items) third bullet : Payment terms for electrical items</b>  <b>The payment schedule for the Electrical items will be as under:</b> <b>1. On supply of items in good condition at site</b> (which comply with the specifications & conditions/special conditions of the contract): 65% of the BOQ rate. <b>2. On Installation:</b> 20% of the BOQ rate. <b>3. On Testing &amp; Commissioning :</b> 15% of the BOQ rate	The Payment Schedule shall be amended as under: On Supply of Items - <b>80%</b> On Installation - <b>10%</b> On Testing & Commissioning - <b>10%</b>	No change proposed. Provision in the tender shall prevail.

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13	<b>Financial bid (BoQ): NSR Item No. 29</b> (NS/C/18) Tubular space structure system to support roof	Detailed drawing of Tubular space structure system to support roof shall be provided.	Only detailed architectural drawing shall be provided. Detailed design / drawing for tubular space structure including the design of supporting columns and & foundation will be submitted by contractor to RITES for verification /scrutiny and after that same shall be got proof checked by contractor from IIT.
14	<b>Financial bid (BoQ) : NSR Item No. 12 to 26 - PEB Structure</b>	Kindly confirm whether this item includes Civil work or it will be paid separately.	Civil works in foundation and superstructure shall be paid for under separate item.
15	<b>SECTION 5 Technical Specifications For Fire Fighting Works Clause No- (VI)</b>  The Contractor shall obtain the necessary approval of the drawings and the schemes from the local authority as called for.	Whether Provisional NOC or Final NOC. Kindly clarify.	Contractor shall be required to obtain all the clearances before commencement of work and after completion as per the prevailing rules and regulation of government of Nepal.
16	<b>Financial bid (BoQ)-Price Schedule (IV),</b> Item no. 29, 30, 31, 32	Kindly, confirm the kA ratings.	The kA rating for schedule-IV Electrical NS Items at s.no. 29 (NS-E-15A), 30 (NS-E-15B), 31 (NS-E-15C) & 32 (NS-E-15D) is 18 kA.
17	<b>Financial bid (BoQ)-Price Schedule (IV),</b> Item no. 362	We have assumed that the APFC panel is capacitor controlled. Kindly confirm.	In Item from s. no. 362-365 (NS-E-51), APFC panel is capacitor controlled for automatic power factor correction.



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18	<b>Section-5 : Approved make list for Electromechanical items) : CPRI approved instead of LT/HT panels</b>	Please approve the CPRI approved panel builders in conjunction with makes specified in the tender for LT/HT panels.	No change proposed. Provision in the tender shall prevail.
19	<b>General : AutoCAD drawings</b>	The AutoCAD drawings for MEP works shall be provided.	GFC drawings for MEP works shall be provided to the successful bidder.
20	<b>General : Civil work for STP / WTP</b>	Please confirm whether the civil work required for STP/WTP, cold storage etc. is included in the related running items of civil work.	The rates quoted by the bidder for STP, WTP & cold storage shall include all components of the works mentioned in the technical specifications of these items.
21	<b>General : Liaisoning work</b>	Please confirm whether the Liaising of all services upto tapping point near to premises is in the scope of client.	Electric supply, telephone & internet services required for permanent works shall be arranged by the GON upto the tapping point near the ICP boundary as per site suitability. However, liaisoning for arrangement of these services shall be done by the contractor. Necessary assistance, wherever required shall be rendered by PMC / employer.
22	<b>Section-5: Approved make list for STP (303) &amp; Cold Storage (page 300)</b>	Please provide more makes for STP & cold storage work.	No change proposed. Provision in the tender shall prevail.
23	<b>SECTION 3 (Page no. 80) (III) of Additional Special Conditions (Electrical Supply Items) third bullet : Payment terms for electrical items</b>	Please approve the below payment terms for Point wiring, sockets wiring, group wiring, circuit wiring, sub-main wiring etc. I. Supply & laying of conduit in ceiling only (30% of the item rate) II. Supply & laying of conduit in ceiling/ walls and switch boxes i.e., point ready	No change proposed. Provision in the tender shall prevail.

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		III. without wiring (30% of the item rate) IV. Item ready with wiring & switches but without testing / commissioning (30% of the item rate) V. Testing & commissioning (10% of the item rate)	
24	<b>Financial bid (BoQ)-Price Schedule-II : NS Civil Items</b> , Item No. 23, 279, Cement Concrete Interlocking Paver Block.	Please grant permission to manufacture the paver blocks at site.	Item at s.no. 23 (NS/C/15) & 279 (NS/C/118) in Schedule-II of BoQ (NS Civil items) : Contractor can establish a production unit at site for manufacture of 100mm CC paver block by engaging an experienced vendor with prior approval of engineer-in-charge. However, permission for production at site will in no way dilute the specification of CC paver blocks.
25	<b>Financial bid (BoQ)-Price Schedule-II : NS Civil Items</b> , Item No. 23, 279, Cement Concrete Interlocking Paver Block.	Please confirm whether it is hydraulic press paver block or rubber molded paver block.	Item at s.no. 23 (NS/C/15) & 279 (NS/C/118) in Schedule-II of BoQ (NS Civil items) : Please follow tender specification.  No change proposed. Provision in the tender shall prevail.
26	<b>SECTION 1 (Page no.4)</b> <b>Para 1.6 : Date of bid submission</b> <b>And other similar references elsewhere</b>	Bidders have to get rates from different vendors for submitting a competitive bid. As this Bid involves supply of material/services to Nepal from India, vendors are taking time to offer their price as they have to ascertain the taxation/Duty issues when materials are to be exported to	<b>Request considered. Corrigendum-1 issued and uploaded on the portal.</b>

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		Nepal. Apart from this, the present status in the country, on account of outbreak of corona virus, the movement and functionality of organizations were badly affected and prices also are under volatile status. Keeping in view of the above factors, we request you to extend the bid submission date by at least 30 days.	
27	<b>General : Estimate</b>	The estimate prepared by the RITES as mentioned in clause 1.2 of NIT, may please be shared to bidders for guidance and to offer competitive price and better understanding of intent of scope in respective BOQ Items.	Total estimated cost and quantities of various items have been already shared with the bidders, however, the rates of individual items have to be assessed / worked out by the bidders themselves.
28	<b>SECTION 7 (Page no. 5) Clause 10(xiii) of Conditions of Contract and Section-4 (page 89) Clause 5.1a) Schedule 'F' : Date of Commencement</b>	As per clause 5.1(a) of clauses of contract and further defined in Schedule F , the date of start is linked with the approval of initial Master list for imports by Government of Nepal. Whereas it is mentioned in clause 17.11 of NIT, Contractor required to submit the initial master list comprising of details of material, machinery and equipments ,he proposes to import from India ,sufficient for progressing the work in initial 3 months, within 7 days from after issue of LOA and detailed master list within 30 days after issue of LOA. As final list of imports is also being submitted with in 30days from date	No change proposed. Provision in the tender shall prevail.

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		of issue of LOA, it is requested to treat the date of start from the approval of Master list for imports by Govt of Nepal.	
29	<b>General : Encumbrance free land</b>	Is the encumbrance free land for the proposed ICP and for approach road is acquired and in possession of the Employer for commencing the work?	YES.
30	<b>General : Approach to site</b>	Can contractor form approach road to site on the land acquired for approach road of 2.2 km immediately on start of work	YES. However, without any additional cost / time to the employer.
31	<b>SECTION 1 (Page no.5) Para 2.4 : Joint venture</b>	Being a large work, it is requested to allow Joint Ventures for bidding	No change proposed. Provision in the tender shall prevail.
32	<b>SECTION 1 (Page no.20) Para 17.4 : GST</b>	Please clarify whether GST will be applicable for this work or not, keeping in view of that the work is not being executed in India but the contract agreement/ payments are being made in India.	Please refer clarification under query at s.no. 5 above.
33	<b>SECTION 1 (Page no.21) Para 17.9 : Labour</b>	Can we engage skilled/unskilled/semi-skilled labour of India? Are the contractors are to submit any proof to demonstrate that the labour of Nepal nationals are not available in the event they are not available. Will any compensation will be paid to contractor to engage labour from India	Please refer para para 17.9 (page 21 of section-1) wherein it is mentioned that the manpower / labour engaged for the work shall be from Indian or Nepalese citizens only. However, while employing Indian manpower / labourers, the contractor is not required to demonstrate that labour of Nepal national are not available.

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			No compensation whatsoever, over and above the BOQ rates, shall be payable to contractor for engaging labour from India.
34	<b>SECTION 1 (Page no. 21)</b> <b>Para 17.10 : Refund of VAT</b>	Will employer ensure/guarantee for refund of taxes as stated in clause 17.10 of NIT if the contractor submits all the related documents?	The provision of para 17.10 (page 21 section-1) of tender in respect of refund of VAT/tax shall prevail. The contractor shall follow all the rules and regulation including submission of requisite documents as per GON norms for reimbursement of VAT/taxes. In case of difficulty Indian embassy / MEA / consultant will take up the matter with concerned authorities, for reimbursement of VAT / taxes.
35	<b>SECTION 1 (Page no. 21)</b> <b>Para 17.10 : Refund of VAT</b>	In the event of failure of the Nepal government to refund taxes/cess/duties as mentioned in clause 17.10 of NIT, will employer will refund the same to contractor.	Please refer clarification under item at s.no. 34 above.
36	<b>SECTION 1 (Page no. 21)</b> <b>Para 17.10(c) : Double tax avoidance treaty</b>	Copy of double taxation avoidance agreement signed between India and Nepal may please be provided for better understanding (refer clause 17.10 of NIT).	The double taxation avoidance agreement signed between India and Nepal is available online and the bidders can refer to the same.
37	<b>SECTION 1 (Page no. 22)</b> <b>Para 17.12 : Custom clearance</b>	Delays in custom clearance of individual consignment of material/machinery will be accounted for delay in completion?	It will be the sole responsibility of the contractor to follow laid down procedure and liaison with the respective authorities for custom clearance of individual consignments of materials / machinery. No delay on this account shall be considered.

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			However, necessary assistance shall be provided by the employer / PMC consultant as and when required.
38	<b>SECTION 1 (Page no. 26)</b> <b>Para 28 (22) : GST registration number</b>	In clause 22 of NIT, it is mentioned that the bidders shall submit self attested copy of GST registration certificate. As per our understanding, No GST registration of India required when the proposed work is to be executed in Nepal. Please clarify.	GST registration will be required if GST is found to be applicable.
39	<b>Annexure-1 of SECTION 1 (Page no.31)</b> <b>Para 8 : Requirement of Machinery</b>	In the minimum list of equipment under clause 8 of annexure 1 of section-1, it was specified that the bidders should possess 2 No's concrete batching plants (30 cum/hour) and 2 no's Concrete pumps apart from other equipment. For the size of this work and for the quantity of Concrete work involved, one number concrete batching plant and one number concrete pump are sufficient. Deploying excessive equipment than required will increase the cost. Hence, it is requested to reduce the number of batching plants and concrete pumps quantity to 1no each as the bidders are also giving an undertaking to procure or take on lease the balance T&P for the work as per requirement of the work program.	The request of one number concrete batching plant (30 cum/hour) and one number Concrete pump is agreeable. However, any time during execution of the work, if additional concrete batching plant (30 cum/hour) and Concrete pump is found to be necessary in the opinion of Engineer-in-charge, the same shall be arranged by the contractor promptly without any additional cost & time to the employer.

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40	<b>SECTION 3 (Page no.72)</b> <b>Clause 1.1D : (Clause 6A &amp; Clause 7 of GCC):</b> <b>Payment of RA bills</b>	1.1D: please clarify whether 75% adhoc payment against RA Bill pending scrutiny of bill will be released or not	No change proposed. Provision in the tender shall prevail.
41	<b>SECTION 3 (Page no. 77)</b> <b>Clause 7 (ii) second para : Royalty charges</b>	Clause 7 of SCC: It is understood that the Royalty charges paid on sand, aggregates, GSB, earth will be reimbursed on submission of proof of payment in the prescribed form. Is it correct?	The contract provision is self explanatory. No change proposed. Provision in the tender shall prevail.
42	<b>SECTION 3 (Page no. 79)</b> <b>(II) Additional Special Conditions (General)</b> <b>Clause 7</b> <b>and</b> <b>SECTION 8 (Page no.104)</b> <b>Clause 46.12 : Land for contractor's temporary establishment</b>	Clause 7 of additional special conditions (General): Please clarify whether land will be provided by the employer for installation of Hot Mix plant and batching Plant or not. In the event of land is not provided contractor can execute the RCC works with ordinary 10/7 concrete mixers	Land for concrete batching plant and hot mix plant is available within the ICP boundary and the contractor shall be allowed to put up the plants within the ICP boundary without any cost / time to the employer. The contractor shall also be required to take prior approval of the Engineers' representative about location and layout of the plant.
43	<b>SECTION 3 (Page no. 80)</b> <b>(III) of Additional Special Conditions (Electrical Supply Items) third bullet :</b> <b>Payment terms for electrical items</b>	Additional Special conditions (Electrical supply Items): a)The replacement guarantee of 24 months is in addition to the Maintenance period/DLP of 12 Months ?Please intimate the BOQ item Numbers for which this clause will be applicable.  b) Please clarify whether the payment schedule given will be applicable for the	a) No change proposed. Provision in the tender shall prevail.  b) The tender provisions are self explanatory. Provisions in the tender shall prevail.

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		composite items only or for supply items also.	
44	<p><b>Section-8 (page 43)</b>  <b>Clause 10CC of Conditions of Contract : Payment due to increase / decrease in prices / wages after receipt of tender</b></p>	<p>Clause 10CC of GCC(Price escalation):</p> <p>a)As per the details given in clause 10 of GCC, price variation will be paid /recovered as per the for the formula given under this clause. For arriving the price variation, the respective price indices of cement/steel/fuel/other commodities as published by the economic advisor, Government of India is the basis for the consideration of C1, C0, S1, S0, M1, Mo, F1 &amp; F0. Even the work is being executed in Nepal. Is it Correct</p> <p>b) Please clarify whether PPC indices are applicable or OPC indices are applicable for this work.</p> <p>c) Please clarify which indices out of the 4 groups of indices mentioned in the price escalation formula of steel.</p> <p>d) As per the formula given for computation of price variation in labour component, Minimum wage of unskilled male mazdoor as notified by the Government of India or of local administration, whichever is higher is to be adopted. In this tender, as proposed</p>	<p>a) Yes. Provisions in the tender shall prevail.</p> <p>b) The tender provisions are self explanatory. Provisions in the tender shall prevail.</p> <p>c) The tender provisions are self explanatory. Provisions in the tender shall prevail.</p> <p>d) The tender provisions are self explanatory. Provisions in the tender shall prevail.</p>



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		work is to be executed in Nepal, the application of notified wage of govt of India for the place of work is not applicable. Please clarify.	
45	<b>Financial bid (BoQ)</b>	BOQ: At many places of BOQ, serial number was given for all the rows where description is given .but the item number and quantity is not given for all. It appears that the description in various rows are belongs to same item where the quantity is given. For some items , we are getting confusion whether the description given in subsequent rows belongs to same item or not. We request that the description of a particular may please be given in a single row . Serial number and BOQ number may please be given for that row to remove confusion and to avoid mistakes by bidders	<p>Following is clarified :</p> <p>a) In the CPP tender format there is a limitation of characters in a single cell. In case of certain NS item, the description of the item has exceeded that limit and it has been covered in more than one cell / row. The s. no. in the first column of the sheet is also automatic for each row. Hence, in such cases, though the item is same, its description is covered in multiple rows, each row has a separate s.no.</p> <p><b>However, in the third column specific number has been provided for each NS items, the unit and quantity have also been provided in subsequent columns in front of the item. The bidders are advised to fill their rates / prices against particular NS items number (in third column) and not against the s.no. in the first column.</b></p> <p><b>Details of the aforesaid NS items, whose description is covered in more than one row are as under :</b></p> <ul style="list-style-type: none"> <li>• The rate for Item NS/C/10 shall cover for item description from s.no. 12 to s.no. 14</li> <li>• The rate for Item NS/C/12 shall cover for item description from s.no. 16 to s.no. 18</li> </ul>

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			<ul style="list-style-type: none"> <li>• The rate for Item NS/C/13 shall cover for item description from s.no. 19 to s.no. 21</li> <li>• The rate for Item NS/C/16 shall cover for item description from s.no. 24 to s.no. 25</li> <li>• The rate for Item NS/C/17 shall cover for item description from s.no. 26 to s.no. 28</li> <li>• The rate for Item NS/C/64 shall cover for item description from s.no. 95 to s.no. 101</li> <li>• The rate for Item NS/C/65-a shall cover for item description from s.no. 103 to s.no. 104</li> <li>• The rate for Item NS/C/65-b shall cover for item description from s.no. 105 to s.no. 106</li> <li>• The rate for Item NS/C/65-c shall cover for item description from s.no. 107 to s.no. 109</li> <li>• The rate for Item NS/C/71 shall cover for item description from s.no. 118 to s.no. 124</li> <li>• The rate for Item NS/C/72 shall cover for item description from s.no. 125 to s.no. 126</li> <li>• Design parameters for Sewerage Treatment Plant from s. no. 127 to s. no. 145</li> <li>• The rate for Item NS/C/73-b shall cover for item description from s.no. 147 to s.no. 150</li> <li>• The rate for Item NS/C/73-c shall cover for item description from s.no. 151 to s.no. 153</li> <li>• The rate for Item NS/C/74 shall cover for item description from s.no. 154 to s.no. 157</li> <li>• The rate for Item NS/C/77-a shall cover for item description from s.no. 160 to s.no. 164</li> </ul>

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
			<ul style="list-style-type: none"> <li>• The rate for Item NS/C/79 shall cover for item description from s.no. 170 to s.no. 174</li> <li>• The rate for Item NS/C/92 shall cover for item description from s.no. 209 to s.no. 222</li> <li>• The rate for Item NS/C/95 shall cover for item description from s.no. 228 to s.no. 241</li> <li>• Item at s.no. 244 shall be read as item no. NS/C/96-b</li> <li>• The rate for Item NS/C/103 shall cover for item description from s.no. 258 to s.no. 259</li> <li>• The rate for Item NS/C/128 shall cover for item description from s.no. 304 to s.no. 305</li> <li>• The rate for Item NS/C/129 shall cover for item description from s.no. 307 to s.no. 308</li> <li>• The rate for Item NS-E-16 shall cover for item description from s.no. 36 to s.no. 44</li> <li>• The rate for Item NS-E-17 shall cover for item description from s.no. 45 to s.no. 52</li> <li>• The rate for Item NS-E-18 shall cover for item description from s.no. 53 to s.no. 61</li> <li>• The rate for Item NS-E-19 shall cover for item description from s.no. 62 to s.no. 69</li> <li>• The rate for Item NS-E-20 shall cover for item description from s.no. 70 to s.no. 80</li> <li>• The rate for Item NS-E-21 shall cover for item description from s.no. 81 to s.no. 89</li> <li>• The rate for Item NS-E-22 shall cover for item description from s.no. 90 to s.no. 97</li> </ul>

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
			<ul style="list-style-type: none"> <li>• The rate for Item NS-E-23 shall cover for item description from s.no. 98 to s.no. 103</li> <li>• The rate for Item NS-E-24 shall cover for item description from s.no. 104 to s.no. 113</li> <li>• The rate for Item NS-E-25 shall cover for item description from s.no. 114 to s.no. 122</li> <li>• The rate for Item NS-E-26 shall cover for item description from s.no. 123 to s.no. 131</li> <li>• The rate for Item NS-E-27 shall cover for item description from s.no. 132 to s.no. 137</li> <li>• The rate for Item NS-E-28 shall cover for item description from s.no. 138 to s.no. 146</li> <li>• The rate for Item NS-E-29 shall cover for item description from s.no. 147 to s.no. 153</li> <li>• The rate for Item NS-E-30 shall cover for item description from s.no. 154 to s.no. 160</li> <li>• The rate for Item NS-E-31 shall cover for item description from s.no. 161 to s.no. 168</li> <li>• The rate for Item NS-E-32 shall cover for item description from s.no. 169 to s.no. 182</li> <li>• The rate for Item NS-E-41 shall cover for item description from s.no. 207 to s.no. 213</li> <li>• The rate for Item NS-E-42 shall cover for item description from s.no. 214 to s.no. 219</li> <li>• The rate for Item NS-E-44 shall cover for item description from s.no. 222 to s.no. 287</li> <li>• The rate for Item NS-E-45 shall cover for item description from s.no. 288 to s.no. 289</li> </ul>

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
			<ul style="list-style-type: none"> <li>• The rate for Item NS-E-48 shall cover for item description from s.no. 292 to s.no. 318</li> <li>• The rate for Item NS-E-49 shall cover for item description from s.no. 319 to s.no. 347</li> <li>• The rate for Item NS-E-50 shall cover for item description from s.no. 348 to s.no. 361</li> <li>• The rate for Item NS-E-51 shall cover for item description from s.no. 362 to s.no. 365</li> <li>• The rate for Item NS-E-52 shall cover for item description from s.no. 366 to s.no. 367</li> <li>• The rate for Item NS-E-53 shall cover for item description from s.no. 368 to s.no. 369</li> <li>• The rate for Item NS-E-54 shall cover for item description from s.no. 370 to s.no. 374</li> <li>• The rate for Item NS-E-81 shall cover for item description from s.no. 409 to s.no. 411</li> <li>• The rate for Item NS-E-82 shall cover for item description from s.no. 412 to s.no. 414</li> <li>• The rate for Item NS-E-83 shall cover for item description from s.no. 415 to s.no. 416</li> <li>• The rate for Item NS-E-84 shall cover for item description from s.no. 417 to s.no. 418</li> <li>• The rate for Item NS-E-85 shall cover for item description from s.no. 419 to s.no. 420</li> <li>• The rate for Item NS-E-155 shall cover for item description from s.no. 508 to s.no. 509</li> <li>• The rate for Item NS-E-159 shall cover for item description from s.no. 515 to s.no. 516</li> </ul>

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
			<ul style="list-style-type: none"> <li>• The rate for Item NS-E-160 shall cover for item description from s.no. 517 to s.no. 518</li> </ul> <p><b>b) Apart from the above the following corrections shall be applied in financial bid</b></p> <ul style="list-style-type: none"> <li>i. <b>Sheet No BoQ 5 of the financial bid shall be read as Schedule-III : Electrical DSR Items</b></li> <li>ii. <b>Sheet No BoQ 6 of the financial bid shall be read as Schedule-IV : Electrical NS Items</b></li> </ul>
46	<p><b>SECTION 1 (Page no.4)</b>  <b>Clause no. 1.6 : Deadline for submission of bids</b></p> <p>Deadline for submission of bids: 15.00 Hrs. on 07/04/2020</p>	<p>Kindly refer to the NIT for the above project. We are reputed contractor headquartered in Lucknow are having vast experience in execution of marquee Project and are executing a similar work of Construction of Inland Cargo Terminal at Rupadhia for the Land Ports Authority of India (LPAI), in the vicinity of your proposed project. We are very keen to participate in your above-mentioned prestigious tender.</p> <p>We are in process of working out a competitive bid for this tender. However in the current scenario as can be seen due to the Corona virus outbreak all the Markets are slowed down due to which we are</p>	<p>Please refer clarification under query at s.no. 26 above.</p>

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
		<p>unable to get the rates required for preparing of the bids. Being a pandemic which has caused a serious impact across all the industries, we are in touch with the various agencies / vendors for their offers / rates and these agencies / vendors have informed us that they need substantial time to work out their competitive rates.</p> <p>Since we can finalize our bid only after receiving the quote from these Agencies / vendors, we request you to kindly extend the date of submission of tender by at least 15 days to enable us to quote for this tender.</p>	
47	<b>General :</b>	<p>For construction experience in key activities, Viewing the topography of site, it is clear that the construction site is in low lying area and during monsoon season we have to do continuous dewatering to Continue the construction activities .It involve extra cost and time which cannot be assessed at this juncture. This may be included in the BoQ or be paid as an extra item.</p>	<p>The query is based on apprehension. Nothing extra, over and above the BOQ rates quoted by the bidder, shall be paid for dewatering, if required any.</p>
48	<b>General : MOU between GOI &amp; GON</b>	<p>Based on the MoU between GOI &amp; GON, quarry for construction material like GSB/WMM/SAND/SOIL are being provided</p>	<p>The bidders query is without any reference to particular clause in the tender document. The tender provisions regarding facilitation by GON are</p>

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		by GON on duty free basis. Whether the MoU is applicable in this contract or not? If it is applicable the date of start may be taken from date of allotment of the same or delay for permission of such quarry be considered as hindrance.	clear and self sufficient. The tender conditions shall prevail.
49	<b>General : Brick work (FPS Brick)</b>	Brick work (FPS Brick) : As per our experience FPS (i.e. Brick size 9"x4.5"x3") is rarely found in Nepal and the actual sizes, but during quantity computation for payment the same is considered . This size difference causes huge financial loss in brick work item . Hence same may be revised to actual size and work done be paid accordingly.	No change proposed. Provision in the tender shall prevail.
50	<b>SECTION 3 (Page no. 72) Clause 1.1D : (Clause 6A &amp; Clause 7 of GCC): Payment of RA bills</b>	Payment of Interim Bill: The time period of payment is 45 days , which causes lot of cost for arranging funds , to have more competitive bids this period may be reduced to 10-15 days from the submission of bill by the contractor and also for smooth progress & timely completion of the project.	No change proposed. Provision in the tender shall prevail.
51	<b>SECTION 1 (Page no. 22) Para 17.11 : Master List</b>	Master List : ..... Master list submitted by the contractor shall be forwarded by consultant through Employer for approval of Govt. of Nepal. " <b>Further</b>	No change proposed. Provision in the tender shall prevail.



S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
		<p>responsibility for liaising with Govt. of Nepal for early approval of Master List by shall be contractor".</p> <p>Instead of above  <b>"Further responsibility for liaising with Govt. of Nepal for early approval of Master List by shall be of the consultant as well as Contractor jointly".</b></p>	
52	<p><b>SECTION 1 (Page no.4)</b>  <b>Clause no. 1.6 : Deadline for submission of bids</b></p> <p>Deadline for submission of bids: 15.00 Hrs. on 07/04/2020</p>	<p>The last date of submission of tenders may please be extended by one month in view of present scenario due to coronavirus (Covid-19) which has disturbed the total life in cities as well as advisory from various state Governments as preventing measures to minimise outdoor movement until and unless its mandatory. Which has slow down the business</p>	<p>Please refer clarification under query at s.no. 26 above.</p>
53	<p><b>Annexure-1 of SECTION 1 (Page no. 31)</b>  <b>Para 8 : Requirement of Machinery</b></p>	<p>minimum machinery requirements provided at tender page 31. Two concrete batching plants of minimum 30cum per hour capacity are to be owned and deployed on the work. Considering the quantum of work it requires. One plant of minimum 30 cum capacity and one mobile weigh batcher will be sufficient may please consider amending the same.</p>	<p>Please refer clarification under query at s.no. 39 above.</p>

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
54	<b>General : GFC drawings</b>	We would like to have an assurance from you that all the drawings including GFCs would be handed over to us at the time of signing of the contract / Acceptance of offer.	Please refer clause 5.0 of Section-3 page 75-76 of the tender document, which is self explanatory.
55	<b>General : GSB material</b>	GSB – In the meeting we raised the issue of GSB aggregates. While the contractor would take care of the royalties and other charges for the mining concession and other formalities, the client/consultant should make sure that the mining site and sources are confirmed before the contract is signed. Our experience is that the sites sometimes are too far away and therefore, are not economical. Local purchase is very costly.	The project site is located in Terai Region of Nepal, wherein river bed material is easily available in general, which can be used for GSB after screening/processing. However, it is the sole responsibility of the contractor to arrange GSB material from available sources. The bidders are requested to visit site before bidding and gather necessary information regarding source / availability / price etc. of GSB.
56	<b>General : Ground-leveling and earth work</b>	Ground-leveling and earth work- In meeting it was not clear whether the whole site is leveled by earth filling to the extent of 1-1.5 meters or some portions only. Please clarify.	No earth filling has been carried out at site. Earth filling / earth work in embankment is provided in the contract BOQ.
57	<b>General : GFC drawings</b>	Drawings- Please ensure, as assured in the meeting that all the drawings including GFC (excluding structural) would be provided at the time of signing the contract/LoA.	Please refer clarification under query at s.no. 54 above.

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
58	<b>SECTION 3 (Page no. 72)</b> <b>Clause 1.1D : (Clause 6A &amp; Clause 7 of GCC):</b> <b>Payment of RA bills</b>	Billing- The time for settlement of bills of forty five days is excessive. We would request that the period from submission of RA bill at the site to its final settlement should be 30 days.	No change proposed. Provision in the tender shall prevail.
59	<b>SECTION 1 (Page no. 13) : Clause no. 09 :</b> <b>Earnest Money</b>  The Tender should be accompanied by earnest money of Rs. 1,42,00,000/- in following forms : i) Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) in any one of the forms given below : Banker's Cheque / Pay Order / Demand Draft issued by any Scheduled Commercial Bank.	The full EMD may kindly be permitted in the form of Bank Guarantee as widely acceptable by other Govt. organization such as CPWD &MES, etc.	No change proposed. Provision in the tender shall prevail.
60	<b>Annexure-1 of Section-1 (Page no. 29)</b> <b>Clause no. 02 b) :QUALIFYING CRITERIA FOR WORKS CONTRACTS</b> <b>Construction Experience in Key Activities</b>  "Pavement works of National Highway / Airports / Ports etc. of minimum value of Rs. 25 crore".	Similar Projects of equivalent quality/ Requirement executed by Indian company in overseas may kindly be considered.	No change proposed. Provision in the tender shall prevail.
61	<b>QUALIFYING CRITERIA FOR WORKS CONTRACTS (Page no. 30)</b> <b>Clause no. 04 : Profitability</b>	Refer CPWD Works Manual in respect of Profitability clause. The clause may kindly be amended as -	No change proposed. Provision in the tender shall prevail.

S. No.	Tender Conditions/Clause	Queries of the bidders	Clarification / reply to query
	<p>The Bidder should be a profit (net) making firm and should have made profit during the: last year immediately preceding the deadline for submission of bids AND any two of the past three Financial Years immediately preceding the deadline for submission of bids.</p>	<p>The Bidder should not have incurred any loss in more than two years during the last five years ending 31st March .....</p>	
62	<p><b>QUALIFYING CRITERIA FOR WORKS CONTRACTS (Page no. 31)</b> <b>Clause no. 08 : REQUIREMENT OF MACHINERY / EQUIPMENT</b></p> <p>Should possess minimum following plant and machinery (not more than 5 years old) in serviceable condition.</p> <p>i) Concrete Batching Plant 02 nos. (Minimum 30 cum/hour capacity): Owned</p>	<p>Kindly review this clause as there is no commitment from bidder side that owned equipment shall be deputed for this project. Some bidders may have more than 02 concrete batching plants but using at other projects and may mobilize batching plants on lease basis for this project.</p>	<p>Please refer clarification under query at s.no. 39 above.</p>
63	<p><b>SECTION 1(Page no.4)</b> <b>Clause no. 1.6 : Deadline for submission of bids</b></p> <p>Deadline for submission of bids: 15.00 Hrs. on 07/04/2020</p>	<p>The bid submission date may kindly be extended by atleast three weeks in view of the Coronavirus outbreak in India</p>	<p>Please refer clarification under query at s.no. 26 above.</p>

All other terms and conditions of the tender document shall remain unchanged.

This corrigendum shall become part of contract agreement.

For details visit Central Public Procurement Portal for e-procurement at <https://etender.gov.in/eprocure/app>.

**Director (DPA-III)  
MEA, GOI**