

Tender No. 1 (EnC) of 2019: Queries received and Reply.

Sl. No.	Tender/RFP Clause No. Page No.	Tender/RFP Clause	Our Queries/Requests	Reply Form Engineer-in-Chief's Office PWD.
1	Section-1 Clause No.:2- Details of Packages & bridges. (Page-3)	In Section-1, Clause:2 Details of Packages & Bridges Table last Column- "Approximate Span of the Bridges in mtr." – In this Column it is mentioned that the Total length of the bridges. Not mentioned the Span Details of the bridges.	<p>We humbly request the Client/Authority to be kind enough that few Bridges dimension given are in feet also. In this regard, we assumed that,</p> <p>A. The dimension mentioned in this section must be the Length of the Bridges and not span.</p> <p>B. The bridges mentioned in feet! Are bidders allowed to convert in meter and consider for tendering.</p> <p>C. As per this inventory in few locations there are existing Bridge (which must be motorable now) in such situation, will the Bidders have to consider New alignment & new Bridge so that Road blockage situation will not arise.</p> <p>Thus please clarify the above to make out an correct estimate of Bore hole and Hydraulic study because as per RFP Clause No.5.2.2. it is mentioned that Before hole tests to be conducted at each pier & abutment and if we fail to Pre-assume the planned Span Arrangement Costing/Rate might be very high/low as Bore hole test does have a major impact during Price Bid.</p>	<p>The dimension/span given in feet are of existing Bailey Bridges as Bailey Bridges are still mentioned in terms of "Feet".</p> <p>A. The dimension given are likely span of the bridge/length.</p> <p>B. Yes, it can be converted into metre/meter.</p> <p>C. Yes Existing Bridges are motorable, consideration of new alignment will depend on the results of the investigation only.</p>

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2	Clause No.- 2.16.1.3 (i) (Page-15)	The Bidder, JV/Consortium should have annual turnover either singly or as a JV/Consortium over related civil engineering works above Indian Rs.15 Core in any of the last three financial years (for currencies other than Indian Rupees, the applicable conversion [selling] rate of Reserve Bank of India on the last date of bid submission shall apply).	It is requested to increase the turn over to Rs. 2.5 Cr. minimum for good Companies to bid.	This is calculated based on the requirement and cannot be changed.
3	Clause No.- 2.16.1.3 (ii) (Page015)	In this clause it is mentioned that; "The bidder JV/Consortium must have successfully for Sub-soil investigation, selection of suitable sites, contour survey of the river for about 100m. down and upstream as may be required and to propose suitable bridge for DPR & implementation etc. for at least 2 projects during the last 5 years with condition that more than 30 bridges each for concrete and steel structures must have successfully designed and constructed elsewhere in India or abroad".	<p>We request to the Client/Authority to consider designing equal number of Bridges put in RFP document that include River, Stream, Fly over, R.O.B, V.U.P. & all, as structures related Road in last 5 years.</p> <p>And not specifically 30 nos. of Concrete + 30 nos. of Steel structure. Costing / Design life wise Steel Structure Bridges are made only in case of emergency case. Steel structure Bridges can be given additional marks but not mandatory please. Thus, road structure of any kind may please be permitted.</p> <p>Further, clarification sought for minimum 2 projects; it is requested that majority Consultants are given the work of complete Design Engineering of Roads & Bridges, so in our one project might be 2 Bridges design involved or in other project 20 Bridges. So, experience Certificates only can meet 60 nos. of Bridges of >30 mtr. Length as qualification criteria from various projects.</p> <p>Please clarify.</p>	<p>Consideration will also be given for bridge structure related toroad. However, relative weightage may be given based on the type of works involved for evaluation.</p> <p>Your request about steel bridges is understood, changing qualification condition by the request of single firm may not be appropriate and is regretted.</p> <p>Two projects do not mean one project having more than 1 or more bridges. Two projects mean two different projects of different location/package/ Road etc.</p>

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4	ClauseNo. 2.16.1.3(iv). (Page-15)	2.16.1.3 (iv). After the Point No. (ii)-Bidder, JV/construction should submit a summary as per IRC:SP: 35 for review as per IRC:SP: 35 for review to ensure Mizoram State Government that the bidder is completed of preparing of the manual within the given time frame.	Refer to the Clause that is "Guidelines for Inspection & Maintenance of Bridges i.e. IRC:SP: 35" is basically for Existing Bridge condition/inventory survey- This report generally appears in "Inception Report". Thus, please clarify that does the Client desires only the Methodology/ T.O.R. adequacy during bid submission.	This clause is to ensure that the bidder has experiences of bridge maintenance and inventory.
5	Clause No. 2.16.1.3 (v) b. (Page-15)	The bidder shall furnish contact particulars of the relevant Officers of these agencies (Government/Public sector) to enable EMPLOYER to verify the claim of the bidder. The bidder should also furnish theFollowing: (b). Successful completion certificate mentioning start and end date of the work duly signed by the client (Government/Public sector) organization's Project In-charge/any equivalent officer/ the authorized signatory, or as sub consultant for any principal consultant working on Government/ Public sector organizations.	It is requested to review the mentioned Clause with respect to Last Ten year's Design Engineering services governed by MoRT&H, NHAI & Others, the D.P.R. is being made by the followings. (i). D.P.R. by Govt. Agencies – Direct (ii). D.P.R. by DBFOT/HAM Concessionaire- by Govt. nominated Developers but approval given by Govt. nominated Supervision Consultants. (iii). Latest E.P.C. Contractors nominated have to do D.P.R. as per Ministry Norms after due approval from concerned P.W.D. as "Design Director". Thus, it's our humble request to consider all above Experience certificates viz. Government/Public sector/DBFOT/BOT/HAM (issued by Concessionaire or EPC Contractor and EPC Contract.	There is no need to review of clause, as Experience Certificate issued by various Agency submitted by the bidder may be considered if it can be verified as stated in the clause.

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6	<p>Clause No. 2.16.3.1, 2.16.3.2, 2.16.3.5 (Page No. – 16)</p>	<p>2.16.3.1 The Registered JV/ Consortium Agreement should legally bind on all Partners/members.</p> <p>2.16.3.2 Consortium or joint venture allowed (maximum 2 partners). One of the members/partners shall be nominated by the JV/Consortium as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally Authorized signatories of each member/partner.</p> <p>2.16.3.5 The joint-venture/consortium agreement shall indicate precisely the responsibility of all members in responsibility of all members in respect of planning, design construction equipment, key personnel, work execution and financing of the project. All the members should have active participation during the contract period. This shall not be varied/ Modified subsequently without prior approval of the Employer.</p>	<p>Kindly confirm that will MoRT&H/NHAI Standard formats for such Agreements will be acceptable by Client/Authority as specified sample are not provided in REP Document.</p>	<p>As stated in the clause Registered JV/ Consortium Agreement which are legally bind will be acceptable. Whether it is MoRT&H/NHAI or any other partner.</p>
7	<p>Clause No. 2.17.4 Table (Page-19)</p>	<p>Marking criteria will be 1 (One) mark each for sub-soil investigation for every 1 bridge having a span more than 30m.</p>	<p>We request the Client to review the line i.e. <u>"Bridge having span more than 30m".</u> instead, we believe it should be <u>"LENGTH"</u> instead of <u>"SPAN"</u>.</p> <p>2. It is also observed that, (i). In Clause 2.17.4 Sub criteria Evaluation table Sl.No.1, it is required 10 Nos. Projects of Sub-Soil Investigation, 10 Nos. Projects of Hydraulic Survey & Design of Bridges Sub Structure. 01 Nos. of project for design & Estimate of bridge superstructure, i.e. totaling 22 Bridges to obtain full Marks i.e. 30 Marks.</p> <p>(ii). In clause 2.17.4 Sub criteria Evaluation table Sl.No. 2, it is required 01</p>	<p>This clause means that, bridge having a span more than 30m will be considered for obtaining 1 mark during evaluation. One bridge whether a multiple span or single span will be considered as 1 mark.</p> <p>2. (i) Yes, for sub-soil investigation and hydraulic survey. But no for other experience, which will depend on the proposals submitted by various firms, those who have maximum experience will score maximum marks accordingly weightage technical marks will be given to all the firms participating in this tender.</p> <p>(ii) Firm having highest experience of</p>

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		<p>Similar works mean sub-soil investigation, design of bridges for major bridges on similar site conditions or in hilly region- 10 marks</p>	<p>Nos. completed project in similar site conditions or hilly region.</p> <p>Further as full marking can be obtained with 22 Bridges and Scope of Design/Engineering is also for 32 Bridges(including 3 pkg.) but in Clause 2.16.1.3 (ii) pre-qualification criteria, its required 30 nos. or 60 nos. (which we have requested to clarify above) of Bridge/VUP/PUP/Fly over Design Project Experience to fulfill minimum requirement.</p> <p>Please consider.</p> <p>We further request to receive the 10 marks for similar condition/Hilly region to 5 marks and to add 5 marks in above Row-I for Drawing &Detailing of Bridge/Fly over/VUP.</p>	<p>completed similar project will be given highest marks as evaluation depends on firm experiences.</p> <p>The same firm experiences can be submitted for all the three packages.</p> <p>Review of marking after issuance of Tender Notice changing the marking system is not possible and is regretted.</p>
8	<p>Clause No.- 2.17.3 (Page-18)</p>	<p>Clause No. 2.17.3 – Evaluation of technical bid shall be done on the following: Table mentioned.’</p> <p>Total marks for the Past experience details of the firm is maximum of 50 marks.</p>	<p>In Clause No. 2.17.3 Evaluation Criteria table Sl. No. 1 & 2, there is totaling 40 Marks for Past Experience of Firm</p> <p>But</p> <p>In Clause No. 2.17.4, below the sub criteria of evaluation table in foot note <i>there is mentioned that “ <u>total marks for above is maximum of 50 Marks</u>”</i>. Though in clause 2.17.4 sub criteria as Clause 2.17.3 Evaluation Criterial table.</p> <p>Please Clarify.</p>	<p>This is a typing mistake and should be of 40 marks foot note is to be deleted.</p>

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9	<p>Clause No. 2.17.4</p> <p>(Page No.- 19)</p>	<p>Clause No.2.17.4- Marking Criteria for Past Experience Table.</p>	<p>Please clarify, whether 1 marks each for sub-soil investigation for every 01 bridge having <u>each span more than 30 m OR total length of bridge more than 30 m</u></p> <p>Please Clarify, <u>whether it is single project experience or how many Nos. of structures</u> required to obtain full marks i.e. 10 marks.</p> <p>Further, it is requested once again to reduce this mark to '5' and add remaining '5' marking in Drawing & detailing above.</p>	<p>For abridge having a span of more than 30m, Span does not mean total length of the bridge, a bridge can be a multiple span with a total length much more than 30 m.</p> <p>No it is not a single project, to obtain full mark it will be based on the experience of other firms participating in this bid.</p> <p>Changing marking system at this stage is not fair, and is regretted.</p>
10	<p>Clause No. 5.4</p> <p>Time Schedule</p> <p>(Page No.- 37)</p>	<p>Time Schedule Table</p>	<p>It is observed that, in Clause No. 5.4 Time Schedule Table, <u>it is totaling duration 10 Months(Preparation =0.5 month. Phase 1=1.5 months.</u>Phase 2=3 months. Phase 3=3.5 months. Phase=1.5 months) but below the Time Schedule table <u>it is mentioned that " The total Contract Period is 8 months from the date of Agreement.</u></p> <p>Please Clarify as 10 months is required for such multiple location design works.</p>	<p>The time Schedule is revised and enclosed as Annexure - I; the total duration of the Project is 8 months.</p>
11	<p>Schedule</p> <p>(Page No.- 40)</p>	<p>Section-7: Format for Submission of Bank Guarantees.</p>	<p>In RFP Documents it is observed that there is following typographical error, we request to the Authority to please rectify;</p>	

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	Section-7 (Page No.-52)	(Performance Bank Guarantee) Advance Payment Guarantee	<p>1. In Section 6: Format of Forms, please review and correct the project as project title mentioned in cover page of RFP.</p> <p>2. Performance Bank Guarantee. Please review. The Client name, Address and others. Draft Advance Payment Bank Guarantee Form: It is missing in RFP. Please add as amendment or allow Bidder to follow standard MORT &H formats.</p>	<p>The typing errors may please be corrected as “Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram. For all the forms.</p> <p>Corrected copies are enclosed as Annexure – II.</p>
12	Clause 2.17.5 – List of Key Personnel (Page No.-20)	Table for “List of key personnel to be deployed on contract work”	<p>We request you to review the Key Personnel list as Land Surveyor, CAD Engineer, Highway Design Engineer(For Alignment) are missing even also Sub-professional like Office Staffs etc. are missing. Thus, as permitted in the B.O.Q. we shall enclose complete item wise costing for justification.</p> <p>Further, as per Section-I, page 3/58., it is mentioned that EMD/Cost of Tender Documents are for 03 package and 03(three) separate Bid's to be submitted. It is also mentioned</p>	<p>Other required personnel may be considered as supporting staff and accordingly charged in the bid.</p> <p>Separate Costing need to be submitted for all the three packages.</p>

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			<p>in Section-I. Clause '3' that Price Bid should be lumpsum (A breakup of cost may be additionally furnished).</p> <p>Now if we have to consider Key Personnel's & all set up as per B.O.Q. (Section-6. Page-40) for 03 projects separately or 01 set as costing of the Price Bid will be very high if 03 set of B.O.Q. is considered.</p>	
13	Clause 2.17.5.1 (Table No. 20)	Table of Qualification and competence of professional/sub-professional staff for the assignment shall only be evaluated.	<p>In the RFP table it is mentioned that "Hydrologist-2 Nos." where as in marking column mentioned the mark is '8'.</p> <p>Please clarify that requirement of Hydrologist shall be 2! Or as 1 Hydrologist might be enough for such volume of work.</p>	<p>This is correct.</p> <p>Two Hydrologist are required as per site conditions.</p>
14	Clause No. 2.17.5.2.1.1 (Page No.- 21)	Sub Criteria for Educational Qualification- Maximum 10 Marks	It is our humble submission to review the "Doctorate Degree" and its 2 marks for T.L. & Geo Tech Engineer. Please, be noted that majority PhD. holders are either Professors of Head of Engineering Institute. Now a days, its impossible to find Candidate with such background. Thus, PhD marking may please be diluted to M. Tech. laid.	Review at bidding stage is not possible and is regretted.
15	Clause No. 2.17.4, Table-2. Sl. No.3, (Page No.- 19)	GENERAL REQUESTS/SUBMISSION	<p>It is requested to consider 5 (five) marks to the companies whom are registered with Mizoram Finance Department inside Clause No. 2.17.4. Table-2 Sl. No.- 3 in page No. 19.</p> <p>We request formation of company for 10 marks can be reduced to 5 marks and 5+ marks for locally empaneled companies.</p>	Changing at the stage of bidding will implied favouring some particulars firms for qualification and is regretted.

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16		<table><tr><th>Sl. No.</th><th>Name of Work</th><th>Cost of document/ Tender fee</th><th>Bid Security (EMD)</th></tr><tr><td>1</td><td>Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram.</td><td>Rs. 15000.00 Per Package</td><td>Rs. 3.60 lakhs per package</td></tr></table>	Sl. No.	Name of Work	Cost of document/ Tender fee	Bid Security (EMD)	1	Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram.	Rs. 15000.00 Per Package	Rs. 3.60 lakhs per package	Is it required to prepare DD separately for each Cost of Document & EMD as mentioned in the SECTION – 1 of RFP (Ref. Page No. 3 of RFP)	Yes, please prepare separate DD for each package.							
Sl. No.	Name of Work	Cost of document/ Tender fee	Bid Security (EMD)																
1	Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram.	Rs. 15000.00 Per Package	Rs. 3.60 lakhs per package																
17		2.16.1 A consultant is allowed to submit only one bid. Alternative proposals i.e. one as sole or in JV /consortium with other consultant and another in JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.		Is one firm is eligible to bid for all the 3 packages or 1 firm is eligible for only one package kindly elaborate it. (Ref. Page No. 3 of RFP).	Yes one firm can bid for all the packages.														
18		<table><tr><th>Package No.</th><th>Name of PWD Circle/ Division</th><th>Name of Bridge/River</th><th>Name of Road & Bridge Location</th><th>Approximate span of the Bridge in m</th></tr><tr><td rowspan="2">1</td><td>i. Western / Kolasib</td><td>R.Hmarluang</td><td>Buhchang - Phaisen Road (0.100 kmp)</td><td>90 ft (There is existing Bailey Bridge DSR)</td></tr><tr><td>ii. Western / Kolasib</td><td>R.Tuichhuahen</td><td>Saihapui 'K' - N. Thinglian Road (0.300 kmp)</td><td>60 ft (There is existing Bailey Bridge SSR)</td></tr></table>	Package No.	Name of PWD Circle/ Division	Name of Bridge/River	Name of Road & Bridge Location	Approximate span of the Bridge in m	1	i. Western / Kolasib	R.Hmarluang	Buhchang - Phaisen Road (0.100 kmp)	90 ft (There is existing Bailey Bridge DSR)	ii. Western / Kolasib	R.Tuichhuahen	Saihapui 'K' - N. Thinglian Road (0.300 kmp)	60 ft (There is existing Bailey Bridge SSR)	(Ref. Page 3 – 5 of RFP) In the table, where details of packages & Bridges are mentioned, in the 3 rd column (Name of Road & Bridge Location), We want to know the full form of (p) in (kmp) mentioned in every package for the better understanding of the tender	“kmp” mean Kilometer point, therefore, (p) mean point.	
Package No.	Name of PWD Circle/ Division	Name of Bridge/River	Name of Road & Bridge Location	Approximate span of the Bridge in m															
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Package No.	Name of PWD Circle/ Division	Name of Bridge/River	Name of Road & Bridge Location	Approximate span of the Bridge in m															
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20		BG Bank Detail not mentioned.	Details of Bank for BG preparation is not mentioned anywhere in the RFP. We need the details to prepare the BG. Kindly guide us to solve the issue.	Bank Guarantee issued from any Scheduled Bank in India.
21		Invitation	The contract duration of 8 months as mentioned is for all the three packages. If any bidder bids for only one or two packages then will this 8 months is applicable to his part of works also	Yes, for each package the duration is 8 months.
			Is it allowed to submit the documents through courier services?	To submit through courier Services is allowed, provided late receipt of Bids will not be the responsibility of PWD. Mizoram and will not be evaluated.

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TIME SCHEDULE

ANNEXURE - I

	Duration	Remarks
Preparation	0.5 month	
Phase 1: Site Visit / Survey and Hydrology works for “ Site Visit / Preliminary Report as per TOR ”	1.5 months	
Phase 2: Geo tech Investigation and Concept Design	2 months	
Phase 3 Detail Design and Final Report	3 months	
Phase 4. Compilation of Final Detail Project Report	1.5 months.	

FORMAT FOR SUBMISSION OF BANK GUARANTEES

(PERFORMANCE BANK GUARANTEE)

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

**To
The Chief Engineer,
Mizoram,
Public Works Department,
Aizawl, Mizoram.**

Against contract awarded vide letter of award ref. no. _____ dated _____ for the Tender No. _____ dated _____ for the Package..... (hereinafter termed as the said “Contract”) entered into between The Engineer-in-Chief, Mizoram, PWD, Mizoram [for the Governor of Mizoram], (hereinafter called “THE EMPLOYER”) and M/s _____ having its registered office at _____ and branch office at _____ (hereinafter called the successful bidder), this is to certify that at the request of the successful bidder, we _____ Bank having its Registered/Head office at _____ and branch at _____ are holding in trust, in favour of THE EMPLOYER, the amount of Rs. _____ (Rs. in words _____) to indemnify and keep indemnified THE EMPLOYER against any loss or damage that may be caused to or suffered by THE EMPLOYER by reason of any breach by the successful bidder of any of the terms and conditions of the said contract/and/or in the performance thereof. We agree that the decision of THE EMPLOYER, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Successful bidder and the amount of loss or damage that has been caused or suffered by THE EMPLOYER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand, and without demur to THE EMPLOYER. The decision of THE EMPLOYER in this regard shall be final and binding upon the successful bidder and the bank.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect up to the date six months after the expiry of the Contract period i.e. _____ (hereinafter referred as the said date) and that if any claim accrues or arises against us, we _____ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us. Notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us by THE EMPLOYER within this period. Payment under this letter of guarantee shall be made within seven days upon receipt of notice to that effect from THE EMPLOYER.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank undertake that no change or addition or modification of the terms of the contract or the work to be performed there under or any of the contract documents which may be made between “THE EMPLOYER” and the successful bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We undertake to pay to THE EMPLOYER any money so demanded, notwithstanding any dispute or disputes raised by the Successful bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful bidder shall have no claim against us for making such payment.

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We _____ Bank further agree that THE EMPLOYER shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the Successful bidder from time to time or to postpone for any time any of the power exercisable by THE EMPLOYER against the said Successful Bidder and is to forbear or Bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Successful bidder or for any forbearance by THE EMPLOYER or any other matter or thing what-so-ever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or Successful Bidder.

Notwithstanding anything contained hereinbefore:

Our liability under this bank guarantee is limited to Rs. _____ (Rs. _____ in words)
Will remain in force up to six months after the expiry of Contract period i.e. _____;
And unless a claim or demand under this guarantee is made on us in writing on or before _____ all
our liability shall cease.

DATE _____

SIGNATURE OF THE AUTHORIZED SIGNATORY OF THE BANK
(WITH CODE NO.) _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India