

Package C-2: Tender No. HARC/HRIDC/C-2/2022

REPLIES TO PRE-TENDER QUERIES-14.07.2022

C-2: Composite Contract Package in connection with laying of New BG Double Railway Line of HARC project for:
(i) Design and Construction of Civil Works (Earthwork, Bridges, Station Buildings, Retaining Walls and other miscellaneous Works) from Km 55.60 to Km 61.50 and its connectivities to IR network from New Patli to Patli & New Patli to Sultanpur including modifications in Sultanpur station yard,
(ii) Design, Supply, Installation, Testing & Commissioning of OHE (1x25 kV) and General Electrical services from Km 49.70 to Km 61.5 and its connectivities to IR network from New Patli to Patli & New Patli to Sultanpur including modifications in Sultanpur station yard and
(iii) Design, Supply, Installation, Testing & Commissioning of Signalling & Telecommunication from Km 49.70 to Km 61.5 and its connectivities to IR network from Manesar to Patli and New Patli to Patli & New Patli to Sultanpur including modifications in Patli and Sultanpur station yards.

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
1.	RFP Part-1 (Cl-7.1 of ITT (Section-1)), PDF Page No: 13 of 271	The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Tenders. However, Point No.9 on SPN says that "Last date for seeking clarifications from the Employer is 09.07.2022 by 1800 hrs after which no queries shall be acknowledged and..."	As per RFP Part-1, Query can be submitted till 14 days prior to Bid submission date (i.e. 06-Aug-2022) is 22-Jul-2022, whereas, as per SPN last date of seeking clarification is 09-Jul-2022. Bidder understands that queries can be submitted till 22-jul-22.Pl. Confirm.	During Pre-Tender meeting meeting, Tenderers were advised to submit their queries by 1200 hrs of 12th July 2022.

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
2.	RFP Part-1 (Cl-7.2 of ITT (Section-1)), PDF Page No: 13 of 271	The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.	Authority is requested to organize a joint site visit for better understanding the site location & to prepare competitive bidding	Tender conditions remain unchanged.
3.	RFP Part-3 (10.39.2 of Appendix- 10 Construction & Site Management), PDF Page No: 1231 of 1510	10.39.2 Before constructing any temporary roads outside the ROW, the Contractor shall make all necessary arrangements, including payment if required, with the public authorities or landowners concerned, for the use of the required land and shall obtain the consent of the Engineer	Bidder request authority to held permission and payment in their scope, for use of any temporary roads/ land for construction works.	Tender conditions remain unchanged.
4.	General	ROW	Bidder don't find details of Left- & Right-hand side ROW available in tender documents. Please provide.	Land plans will be given through Corrigendum
5.	Drawings		Whether the contractor can change the Superstructure structure type available within the RDSO drawings? We Understand that If the drawings of the same is not available in RDSO, the contractor is allowed to design the same. Kindly confirm.	Tender document is self-explanatory and clear.

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6.	General	RUB	Bidder understand that in case of RUB Approaches infringing beyond the ROW, then any land or cost incurred in diversion/ construction and permission from relevant authority shall be in the scope of Authority. Please confirm.	Tender document is self-explanatory and clear.
7.	SPN Clause No. 8 Page No.3 of 4	All Tenders must be accompanied by a Tender Security of the amount specified for the Work in the table at the end of this SPN, paid online on e-procurement Portal in favour of Haryana Rail Infrastructure Development Corporation Limited using the electronic payment gateway service.	Bidders request you to please take Tender security in the form of Bank Guarantee instead of electronic payment gateway service.	Tender conditions remain unchanged.
8.	RFP Part 3 Clause No. Part A Contract Data Page 7 of 87	Time for Completion = 540 days	Being a design & built contract, bidder request you to please revised the time of completion = 730 days	Tender conditions remain unchanged.
9.	Clause 3.1 of GCC, The Engineer	Clause 3.1 of GCC, The Engineer The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer (or, if a legal entity, the natural person appointed to act on its behalf) shall be: (a) a professional engineer having suitable qualifications, experience and competence to act as the Engineer	Kindly clarify the timeline for the appointment of the Engineer with respect to the Commencement Date. Also clarify, if there is any delay in achievement of key dates due to reasons attributable for any delay in the appointment of the Engineer	Refer S. No. 3, Sub-Clause 1.1.35, Part A Contract Data of Section IX, PCC.

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		under the Contract; and (b) shall be fluent in the ruling language defined in Sub-Clause 1.4 [Law and Language].	then how the Contractor will be compensated.	
10.	Clause 13.3 of GCC, Variation Procedure	<p>Clause 13.3 of GCC, Variation Procedure</p> <p>The Engineer shall, as soon as practicable after receiving such a proposal, respond by giving a Notice to the Contractor stating his/her consent (under Sub-Clause 13.2 [Value Engineering] or otherwise. The Engineer's consent or otherwise shall be at the sole discretion of the Employer. The Contractor shall not delay any work while awaiting a response.</p>	Kindly clarify the maximum timeline for the approval of Variation by Engineer from the date of the request of Variation proposal.	Ref. Sub-Clause 3.7.3 of Section VIII, GCC of Tender Documents.
11.	PCC- Part B - Specific Provisions, Sub-clause 2.1, Time for Access to Site	<p>PCC- Part B - Specific Provisions, Sub-clause 2.1, Time for Access to Site</p> <p>“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 07 days before the Commencement Date. The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions: (a) signature of the Contract Agreement by both Parties, and if</p>	Kindly clarify/provide the timeline of commencement date after the Contractor receives Letter of Acceptance.	Refer Sub-Clause 8.1 of Section IX, PCC of Tender Documents.

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		required, approval of the Contract by relevant authorities of the Country;		
12.	Part B - Specific Provision, Additional Clause: Part Termination	<p>Part B - Specific Provision, Additional Clause: Part Termination</p> <p>If the Contractor fails to demonstrate to the satisfaction of Engineer that they will be able to achieve a specified Key Date(s)/Date of Completion/ remedying any notified defect under the contract, the Engineer may give the Contractor a notice to correct under Subclause 15.1 in writing to expedite such identified work(s) immediately, so as to achieve the Key Date(s)/Date of Completion/ remedying any notified defect under the contract.</p>	Kindly clarify the timeline of the notice to correct by the Engineer after the achievement of a specified Key Date(s)/Date of Completion/ remedying any notified defect under the contract.	Refer Sub-Clause 15.1 of Section IX, PCC of Tender Documents.
13.	PCC-Part-B-Specific Provisions-Sub-Clause 1.1.96- Milestone Certificate	PCC-Part-B-Specific Provisions-Sub-Clause 1.1.96- Milestone Certificate "Milestone Certificate" means the certificate issued by the Engineer under Sub-Clause 4.26 [Milestone].	Kindly clarify as clause 4.26 is not there in GCC.	Refer Sub-Clause 4.26 of SP, Section IX – Particular Conditions of Contract.
14.	GCC-1.13 Compliance with Laws	GCC-1.13 Compliance with Laws The Employer shall have obtained (or shall obtain) the planning, zoning or building permit or similar permits, permissions, licences and/or approvals	The Employer is requested to provide the status for the same.	Sub-Clause 1.13 of GCC is self-explanatory.

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		for the Permanent Works, and any other permits, permissions, licenses and/or approvals described in the Employer's Requirements as having been (or being) obtained by the Employer.		
15.	RFP Part-3 Clause No. 14.3 (iii) Page No. 10 of 87	Percentage of Retention money - 10 %	Employer is requested for decrease retention money up to 5% of each IPC for positive cash flow to the contractor.	Tender conditions remain unchanged.
16.	RFP Part-3 Clause No. 4.2 Page No. 8 of 87	The Performance Security will be in the form of a "demand guarantee" in the amount(s) of 5% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount	Employer is requested for decrease performance security up to 3% as per zonal railways requirement, it will be useful for contractor positive cash flow	Tender conditions remain unchanged.
17.	RFP Part-2 Clause No. Section VII-12 Page No. 697-720 of 1510	B) Technical Notes: 9. During Construction, If Required, Road Closure To Be Obtained From Concerned Road/Civil Authorities. Diversion Of Road If Any, Required Is to Be Done By Contractor At His Cost	Employer is requested to provide necessary approvals for required temporary closings and diversions from concerned authorities	Tender conditions remain unchanged.
18.	Part 1, Section 1, Instruction to Tenderers (ITT), Clause 4.4, Page 7	A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8 XXXXX	Keeping in the view, Atmanirbhar Bharat Abhiyaan launched by GoI, It is proposed to invite only National players for the Subject Project.	Tender conditions remain unchanged.

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
19.	Part 1, Section 2, Tender Data Sheet, Clause 19.3 (ITT), Page 41	<p>Replace the ITT 19.3 with the following: The amount for Tender Security will only be paid online by eligible Tenderers on e-procurement Portal in favour of Haryana Rail Infrastructure Development Corporation Limited using the electronic payment gateway service.</p>	Bidder request Authority to allow Tender Security in the form of Bank Guarantee	Tender conditions remain unchanged.
20.	Part 1, Section 2, Tender Data Sheet, Clause 30.2 (ITT), Page 45	Not Applicable	Bidder request Authority to apply Rated Criteria of Tender Evaluation for technical factors in addition to Cost factor to ensure Quality / Performance / Experience of the Bidder for this kind of Integrated Project which requires specialization.	Tender conditions remain unchanged.

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
21.	Part 1, Section 2, Tender Data Sheet, Clause 33.1/ 33.2 / 33.3 (ITT), Page 46	<p>Only Specialist subcontractors are permitted for the activities specified in ITT33.3</p> <p>Only Specialist subcontractors are permitted for the activities specified in ITT 33.3 irrespective of their values. Specialist Subcontractors are permitted for the following specialised parts of the Works:</p> <p>(i) Fabrication, assembly & launching of Open Web Girders (OWG)</p> <p>(ii) Electrification Works (OHE) Signalling</p> <p>(iii) Telecom OFC works</p> <p>(iv) Detailed Design</p>	As it is Integrated Project involving Track Works, S&T & EI works in addition to the Civil scope participation of contractors having experience in such works will ensure Good Quality & Performance of the project with timely completion, hence bidder request Authority not to allow activities mentioned from Sr.no 1 to 4 through Specialised Sub-contractor.	Tender conditions remain unchanged.
22.	Part 1, Section 2, Tender Data Sheet, Clause 33.1/ 33.2 / 38.1 (ITT), Page 48	Provisions for development of domestic industry (such as a margin of domestic preference shall not apply.)	Keeping in the view, Atmanirbhar Bharat Abhiyaan launched by GoI, It is proposed to keep provision of Domestic Preference.	Tender conditions remain unchanged.
23.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.3.1 Financial Capabilities	<p>Average Net-Worth xxxxx within the last three financial years</p> <p>Minimum average annual construction turnover xxxxx within the last three financial years</p>	Bidder request Authority to propose Avg Net-worth & Min Avg Annual Construction Turnover of the last Five (5) Financial years it will demonstrate Financial soundness of the Bidder in more effective way.	Tender conditions remain unchanged.

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
24.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.3.1 Financial Capabilities, Page 56	-	Bidder request authority to include Criteria of Profitability Eg. Positive PAT for the last 5 Financial years for measurement of soundness of the applicant's financial position	Tender conditions remain unchanged.
25.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.4, Experience, Page 58-61	General Construction Experience & Specific Construction & Contract Management Experience - Participation, as a Prime contractor, Joint venture4member or Sub-Contractor5 in xxxxxxxx	Bidder request Authority to allow only experience as a Prime Contractor or JV.	Tender conditions remain unchanged.
26.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.4.2, Specific Construction & Contract Management Experience Page 58-61	Participation, as a Prime contractor, Joint venture4 member or Sub-Contractor5 in (I) One contract with a value of at least INR 3648 million (USD 46.71 million) that has been successfully or is substantially completed6 since 1st April 2015 till 28 days prior to deadline of Tender submission. The similar work here shall be that Rail/Road Project which meets the following requirements xxxxxxxxxxxx	From the scope of the works bidder understand that there is very little similarity between the project scope of work and Road Works. Hence bidder request Authority to allow only Railway Projects under similar works and in Key Activities	Tender conditions remain unchanged.

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27.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.4.2, Specific Construction & Contract Management Experience Page 58-61	<p>Participation, as a Prime contractor, Joint venture⁴ member of Sub contractor⁵ in</p> <p>(I) One contract with a value of at least INR 3648 million (USD 46.71 million) xxxxxxxx</p> <p>OR</p> <p>(II) Two contracts, each with a value of at least INR 2736 million (USD 35.04 million xxxxxxxx</p>	Bidder Request Authority to allow Specific experience from only Single Project to allow level playing field for the contractors having experience of execution of similar project of equal or more size	Tender conditions remain unchanged.
28.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.4.2, Specific Construction & Contract Management Experience Page 58-61	<p>Participation, as a Prime contractor, Joint venture 4 member or Sub contractor in</p> <p>(I) One contract with a value of at least INR 3648 million (USD 46.71 million) xxxxxxxx</p> <p>(i) the above contract must involve execution of minimum quantity of 1.5 million cum of earthwork.</p> <p>Note:</p> <p>i) Earthwork in formation/cutting, Blanketing, GSW/WMM in Rail/Road projects will be considered as part of Earthwork.</p> <p>ii) the above contract must involve *execution of minimum 100m clear /effective length of bridges.</p>	<p>i) Material requirement, Specifications & construction methodology of earthwork and GSW/WMM is totally different in nature, hence Bidder request Authority to consider Earthwork in formation/cutting in Rail projects only under Earthwork.</p> <p>ii) Bidder understands that bidder needs to demonstrate execution of Bridge of length 100m & not clear span of 100m, kindly confirm.</p>	<p>(i) Tender conditions remain unchanged.</p> <p>(ii) Bidder understanding is correct</p>

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29.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.4.2, Specific Construction & Contract Management Experience Page 58-61	<p>Participation, as a Prime contractor, Joint venture 4 member or Sub contractor in (I) One contract with a value of at least INR 3648 million (USD 46.71 million) xxxxxxxx</p> <p>(i) the above contract must involve execution of minimum quantity of 1.5 million cum of earthwork.</p> <p>Note:</p> <p>i) Earthwork in formation/cutting, Blanketing, GSW/WMM in Rail/Road projects will be considered as part of Earthwork.</p> <p>ii) the above contract must involve *execution of minimum 100m clear /effective length of bridges.</p>	<p>i) Material requirement, Specifications & construction methodology of earthwork and GSW/WMM is totally different in nature, hence Bidder request Authority to consider Earthwork in formation/cutting in Rail projects only under Earthwork.</p> <p>ii) Bidder understands that bidder needs to demonstrate execution of Bridge of length 100m & not clear span of 100m, kindly confirm.</p>	<p>(i) Tender conditions remain unchanged.</p> <p>(ii) Bidder understanding is correct</p>

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30.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.4.2, Specific Construction & Contract Management experience Page 58-61, Footnote	<p>*Evaluation of length of spans for multitrack/ multi lane bridges shall be done as under:</p> <p>(a) In case of Railway bridges/Metro viaduct, accommodating multiple tracks, the length of span for each track shall be taken into consideration. In case of Road bridges accommodating multi lanes, the credit for length of one span shall be given for every two lanes.</p> <p>(b) The credit for multiple tracks/multilane shall be given only if the number of tracks or number of lanes is specifically mentioned in the certificate of the employer, otherwise credit shall be given for single track/lane</p>	As the requirement of Effective/clear length of bridge is only 100m bidder request Authority not to allow length of span for each track while calculating the length and credit for calculating length.	Tender conditions remain unchanged.
31.	Part 1, Section 3, Evaluation & Qualification Criteria, Clause 3 Qualification Criteria, Sub-clause 3.5.3, Page 63	If a Tenderer does not have minimum experience requirement himself for any of the specialised activities, he must submit the name of the subcontractor in the FORM UT-1 given in Section IV xxxxxxxxxxxxxx	Being a Integrated project involving Civil, Track works, S&T & EI works bidder request Authority not to allow experience of Subcontractor for Specialised Activities	Tender conditions remain unchanged.
32.	Section IV – Tender Forms, Appendix A to Financial Part , Clause 1 Price Adjustment , Sub clause 1.2 (e), Page 120	Co = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for sub-group Cement, Lime & Plaster for the month of the Base Month;	Bidder request Authority to apply WPI of “Ordinary Portland Cement” instead of “Cement, Lime & Plaster”	Tender conditions remain unchanged.

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		<p>C_i = The WPI for sub-group Cement, Lime & Plaster for the average price index of the 3 months of the quarter under consideration;</p>		
33.	Part 1, Section 4, Tender Forms, Letter of Tender – Financial Part, Appendix B, Financial Part: Price Schedules, Clause 2.2, Page 142	If during execution of the Contract, it is decided by the Employer/Engineer that one or more items of Work/Milestone of a Cost Centre in a particular Price Schedule is not required to be executed, the proportionate amount against that particular Item of Work/Milestones shall not be paid. The Engineer’s decision in this regard shall be final.	Bidder request Authority to provide Max Cap on such change in Scope	Tender conditions remain unchanged.
34.	Part 1, Section 4, Tender Forms, Appendix B, Financial Part: Price Schedules, Clause 5.2.2, Page 146	Stages of Payment i.e. Milestones of Cost Centre ‘CE’- Earthwork and Blanketing	<p>Cost Centre is divided into various Milestones for earthwork in formation for length of Avg 500m.</p> <p>Bidder Request Authority to pay for Item Work (earthwork in formation) for every 50m Length Also Bidder request to pay for Earthwork in 50m length on completion of H/4, H/4 to H/2, H/2 to 3H/4 & 3H/4 to H.</p> <p>(This is as per Payment Procedure of Indian Railway in various ongoing Bids)</p>	Please refer Sub-Clause 3.7 of Appendix B to Financial Part: Price Schedules, Section IV Tender Forms.

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35.	Part 1, Section 4, Tender Forms, Appendix B, Financial Part: Price Schedules, Clause 5.2.2, Page 175	Milestones of Cost Centre 'CB'- for Bridges CB-2 Major Bridge	Bidder request Authority to pay contractor for Foundation, Substructure & Superstructure of each span instead of complete Foundation / Substructure/ Superstructure of the entire Bridge	Please refer Sub-Clause 3.7 of Appendix B to Financial Part: Price Schedules, Section IV Tender Forms.
36.	Part 3, Section -IX – Particular Conditions of Contract, Part A- Contract Data, Clause 8.8, Delay Damages, Page 9 & Part B Specific provision Page 40	0.05% of the Accepted Contract Amount, less Provisional Sum in the currencies and proportions in which the Contract Price is payable. 5% of the Accepted Contract Amount, less Provisional Sum.	<p>Bidder request Authority to reduce the Delay Damage % to 0.01%.</p> <p>Bidder understands that in case Project completed within the time limit delay damages recovered from the contractor will be refunded, kindly Confirm. Also in such case Bidder request to keep provision of Interest payment on the amount recovered under damages.</p> <p>Also, there is no Provision of Delay Damages in case of Delay caused by the Authority, Bidder request to clarify the provision of the same in the Contract Document.</p>	Tender conditions remain unchanged.
37.	Part 3, Section -IX – Particular Conditions of Contract, Part A- Contract Data, Clause 14.3 (iii), Retention Money, Page 10	Percentage of Retention – 10% Limit of Retention Money – 5%	Bidder request Authority to delete Retention Clause.	Tender conditions remain unchanged.

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
38.	Part 3, Section -IX – Particular Conditions of Contract, Part A-Contract Data, Performance Security, Page 8	The Performance Security will be in the form of a “demand guarantee” in the amount(s) of 5% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.	Bidder request Authority to make Performance Security to 3% instead of 5% as per latest Gov Guideline & ongoing tenders of Central & State Gov.	Tender conditions remain unchanged.
39.	Part 3, Section -IX – Particular Conditions of Contract, Part B-Specific Provision, Performance Security, Page 20	The Performance Security will be in the form of a “demand guarantee” in the amount(s) of 5% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The Contractor shall, within 28 days of the date of receiving the Letter of Acceptance, provide to the Employer, the Performance Security in a sum equal to the amount specified in the Contract Data xxxxxxxxxx	Bidder request Authority to allow Performance Security in 2 parts which is a common practise in Centrally sponsored National Highway Projects (NHAI / MoRTH) 50% to be provided on receiving LOA & Balance after signing of the contract Agreement	Tender conditions remain unchanged.

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40.	GCC, FIDIC Yellow Book, Clause 4.2.3, Page 25	<p>Return of the Performance Security</p> <p>The Employer shall return the Performance Security to the Contractor:</p> <p>(a) within 21 days after the issue of the Performance Certificate and the Contractor has complied with Sub-Clause 11.11 [Clearance of Site]; or</p> <p>(b) promptly after the date of termination if the Contract is terminated in accordance with Sub-Clause 15.5 [Termination for Employer's convenience], Sub-Clause 16.2 [Termination by Contractor],</p> <p>Sub-Clause 18.5 [Optional Termination] or Sub-Clause 18.6 [Release from Performance under the Law].</p>	Bidder request to Release 50% of the Performance Security on Completion of the Project and balance after issue of the Performance Certificate.	Tender conditions remain unchanged.
41.	General		There is no any Provision of Bonus payable to the contractor on Early Completion of the project, Bidder request Authority to include the Bonus Clause.	Tender condition remain unchanged.

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42.	Maintenance		Bidder understand that there is no specific Maintenance period in the project and only Defect Notification Period as given in the contract Data is applicable, kindly confirm.	Refer Scope of Work in Section VII-7, VII-9 and VII-10 of Tender Documents.
43.	General		There is no any Provision of Bonus to the contractor on Early Completion of the project, Bidder request Authority to include the Bonus Clause in the same.	Tender condition remain unchanged.
44.	Maintenance		Bidder understand that Maintenance period is same as Defect Notification Period as given in the contract Data	Refer Detailed Scope of Work in Section VII-7, VII-9 and VII-10 of Tender Document
45.	General – Geotechnical Investigation		Bidder request Authority to provide Geotechnical Investigation Report if done for reference.	Refer Section VII-11 of Tender drawings and document
46.	General – Hydrology		Bidder request Authority to provide Hydrology report of the streams at Bridge locations for reference.	Refer Sub-Clause 7.2 of Section I- ITT.
47.	General – Utilities		Bidder request Authority to provide details of Underground & Overground utilities.	Refer List of EHT crossings in Section VII-11 Tender Drawings and Documents and Sub-Clause 10.45 of Appendix 10 in Section VII-12

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48.	General – Forest		Bidder request Authority to confirm whether project alignment passes through any Forest Area with details (Protected / Revenue / Animal Sanctuary)	Project alignment does not pass through forest area
49.	General – Land Acquisition		Bidder request Authority to provide status of Land Acquisition	Refer Sub-Clause 2.1 of Part-A Contract Data, Section IX, PCC
50.	General – Environmental Clearance		Bidder request Authority to provide status of Environmental clearance for the subject project	Environmental clearance is not required for linear project like railways
51.	General – Utility Shifting		Bidder understand that all permission related to Utility shifting are in the Authority's scope, kindly confirm.	Refer Sub-Clause 10.46 of Appendix 10 in Section VII-12
52.	Cl. 3.5.5, Table-1: Experience Requirement for Specialised Activities Pg. 66 of Volume I	The Tenderer/Specialist Subcontractor must own RDSO approved workshop or must have a MOU with RDSO approved vendor workshop in Part-A for fabrication of Open Web Girders.	We request you to modify the clause as " The Tenderer/ Specialist Subcontractor must own RDSO approved workshop or must have a MOU with RDSO approved vendor workshop in Part-A for fabrication of Open Web Girders this MOU can be submitted by the contractor during post bid stage / during execution. "	Tender condition remain unchanged.
53.	Joint Venture Not Allowed		Mumbai Rail Vias Corporation Limited had called many International open competitive Tenders (IoCT), Funded by Asian	Tender condition remains unchanged.

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			<p>Infrastructure Investment Bank (AIIB) where in the uniform qualifying criteria is followed. Joint venture with specific requirements is allowed in all such tender IoCTs.</p> <p>For your ready reference we attaching the Qualification Criteria set forth in the Tender for "construction of Three tunnels by NATM with Ballastless Track in Panvel-Karjat double line Suburban corridor Project of Mumbai Division of Central railway in the State of Maharashtra." In this tender Joint Venture with maximum three member was allowed with following condition:"</p> <p>"In JV, one of the members of Joint venture (lead) shall have minimum 51% of share in JV. Other member(s) of JV shall have minimum 20% each share in Joint Venture."</p> <p>Please refer the attached Prequalification conditions for more details.</p>	

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			<p>It is only in recent past that such large value projects are being floated and awarded .so there are very few agencies who might qualify without Joint Venture there by restricting the competition to a very few players. ISC Projects Pvt. Ltd. is one of the leading Infrastructure companies in India specialized in Railway works like construction of Road Bed for Railways, Major and Minor Bridges, railway Siding works, earthwork in Cutting and banking, construction of station buildings and staff quarters etc. We are working for Indian Railways Since last 45 years. Till now cumulatively in last 5 years we have done about 50 Lakhs cum of earthwork in cutting out of which about 31 Lakhs cum is cutting in Hard Rock, 45 Lakhs Cum of Earthwork in filling, 16 lakhs Cum of Blanketing and 143000TM rail Linking. ISC Projects is very much capable of executing such Contracts is association with specialized such contractors for OHE and S&T works.</p>	

Query No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause /Para No.	Query Raised	Reply of HRIDC
			<p>Hence, we request that Joint Venture may please be allowed in line with the qualification criteria set forth by MRVCL for all the International open competitive Tenders (IoCT), Funded by Asian Infrastructure Investment Bank (AIIB).</p> <p>The Qualification Criteria set forth by MRVCL for as mentioned above is attached for your ready reference.</p>	
54.			Patli station to be modified or not? Kindly Confirm	No Particular/Clause of Tender document has been mentioned. Hence, this query cannot be replied. However, for Scope of the Works please refer Section VII, Part 2 (Employer's Requirements)
55.			Kindly provide the Existing LOP and sectioning diagram of Patli and Sultanpur yard	No OHE Work at Patli station is included in the Scope of Works.
56.			Kindly provide the MOU format for Specialist Subcontractor	There is no particular format specified for MOU with specialist Subcontractor.

Note: Remaining queries received are under review. Decision thereon will be communicated later through Corrigendum, if required.