

Bid No.: HORC/HRIDC/GGN/2024/TPA/01: REPLIES TO PRE-BID QUERIES_07.03.2024

Name of The Work: Third Party Agency (TPA) for Inspection and Certification of Fabrication of Steel Girders and Bearings of HORC Project

S. No.	Reference to Tender Document (Clause/ Para No. & Page No.)	Brief Description of Clause/ Para No. (As quoted by the prospective Tenderer)	Query Raised	Reply of HRIDC
1	Section 1: Instructions to Agencies (ITA) A. General 1.4 Ref Pg No. 6	Introduction and Scope of Bid M/s RITES-SMEC Pty consortium have been appointed as the General Consultant (GC) for the HORC project.	We understand that the Reporting of Third Party Inspection Agency shall be to the "Employer" i.e. HRIDC and not to the "Engineer" i.e. RITES-SMEC Pty consortium.	Refer Clause 1 and Clause 3 of General Conditions of Contract (GCC) and Clause 29, Part A: Contract Data (CD), Special Conditions of Contract (SCC) of Bid Document.
2	Section-1 - Instructions to Agencies (ITA) Article 19.6 Ref Pg No. 11	Bid Security The Bid Security may be forfeited: a) If a Agency withdraws its Bid during the period of Bid validity specified by the Agency on the Letter of Bids, except as provided in ITA 18.2 or b) If an Agency misrepresents or omits the facts in order to influence the procurement process; c) If the successful Agency fails to: (i) sign the Contract in accordance with ITA 40; (ii) furnish a Performance Security in accordance with ITA 41; (iii) accept the correction of its Bid Price pursuant to ITA 32.	It is hereby proposed the following : It should be deleted.This is suggested to avoid arbitrary forfeiture	Bid Condition remain unchanged
3	Section-1 - Instructions to Agencies (ITA) Article 41.1 b Ref Pg No. 20	Performance Security Failure of the successful Agency to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.	It is hereby proposed the following : It should be deleted "and forfeiture of the Bid Security." This is suggested to avoid arbitrary forfeiture.	Bid Condition remain unchanged
4	Section 3: Evaluation & Qualification Criteria (EQC) 3. Stage 2 3.1 Table Ref Pg No. 4	Eligibility The Agency shall be approved by Railway Board / RDSO to act as an Specialised Inspection Agency for fabrication of steel bridge Girders.	To our Knowledge, the Scope of Work pertains to International Accreditation Forum (IAF) code - For which total Agencies have been accredited by the National Accreditation Board of Certification Bodies (NABCB) coming under Quality Council of India, Ministry of Commerce. Website copy is attached. We request that all agencies that have been accredited for the same IAF code may also be allowed to bid for this tender subject to fulfilling rest of the tender conditions.	Refer S. No. 2 of Corrigendum No. 3
5	Section 3: Evaluation & Qualification Criteria (EQC) 3. Stage 2 3.1 Table Ref Pg No. 4	Eligibility The Agency shall be approved by Railway Board / RDSO to act as an Specialised Inspection Agency for fabrication of steel bridge Girders.	To our Knowledge, only agencies such as RDSO, RITES, WRI, or any other Public Sector Undertaking is applicable for the submission of bid. Please confirm whether the bid can also be submitted by non-government (or non PSU) organization.	Refer S. No. 2 of Corrigendum No. 3
6	Section 4 - Bidding Forms , Letter of Technical Bid Ref Pg No. 3	Letter of Technical Bid (i) We have not made any deviations from the requirement of the Bidding Document and we have also not made any tampering or changes in the Bidding Document on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.	It is hereby proposed the following : It should be deleted "and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued." This is suggested to avoid arbitrary forfeiture	Bid Condition remain unchanged

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7	Section 4 - Bidding Forms, Letter of Technical Bid Ref Pg No. 5	Letter of Technical Bid (w) We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and Bid Security shall be forfeited. We shall also be liable for banning of business dealings upto a period of five years.	It is hereby proposed the following : It should be deleted " and Bid Security shall be forfeited. We shall also be liable for banning of business dealings upto a period of five years.". This is suggested to avoid arbitrary forfeiture and ban.	Bid Condition remain unchanged
8	Section 4 - Bidding Forms, Letter of Technical Bid Ref Pg No. 5	Letter of Technical Bid (x) We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid Security and/or Performance Security and banning of business dealings for a period of upto five years.	It is hereby proposed the following : It should be deleted "forfeiture of Bid Security and/or Performance Security and banning of business dealings for a period of upto five years.". This is suggested to avoid arbitrary forfeiture and ban.	Bid Condition remain unchanged
9	Section-4 - Bidding Forms, Letter of Financial Bid Ref Pg No. 17	Letter of Financial Bid (vi) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.	It is hereby proposed the following : It should be deleted "and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.". This is suggested to avoid arbitrary forfeiture	Bid Condition remain unchanged
10	Section 4 - Bidding Forms , Letter of Financial Bid Ref Pg No. 18	Letter of Financial Bid (vi) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.	It is hereby proposed the following : It should be deleted " and forfeiture of Bid Security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.". This is suggested to avoid arbitrary forfeiture.	Bid Condition remain unchanged

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11	Section 4 - Bidding Forms Point no. 4 Ref Pg No. 19	Preamble The rates and prices quoted in the Bill of Quantities shall include all costs associated with the assignment. These normally cover all Inspection and Certification of Steel Girders and Bearings of HORC Project, remuneration for staff (foreign and local, in the field and at headquarters), accommodation (per diem, housing), include Agencies equipment, transportation, mobilization, demobilization of equipment, machinery, tools & plants, labour, supervision, materials; and equipment (office equipment, furniture and supplies), printing of documents, Agency's profit, all taxes including GST, insurance, royalties, duties, cess, octroi, other levies and other charges together with all general risks, liabilities and obligations set out or implied in the Contract. The quoted rates also include cost of transportation for Inspecting officials of Agency in workshops of the Contractors at all locations.	We understand that all the calibrated instruments for carrying out the inspection shall be provided by the manufacturing vendor or contractor; and TPA is not required to arrange any calibrated instruments for covering its scope of work.	Bid Document is self Explanatory.
12	Section 4 - Bidding Forms Point no. 4 Ref Pg No. 19	Preamble The rates and prices quoted in the Bill of Quantities shall include all costs associated with the assignment. These normally cover all Inspection and Certification of Steel Girders and Bearings of HORC Project, remuneration for staff (foreign and local, in the field and at headquarters), accommodation (per diem, housing), include Agencies equipment, transportation, mobilization, demobilization of equipment, machinery, tools & plants, labour, supervision, materials; and equipment (office equipment, furniture and supplies), printing of documents, Agency's profit, all taxes including GST, insurance, royalties, duties, cess, octroi, other levies and other charges together with all general risks, liabilities and obligations set out or implied in the Contract. The quoted rates also include cost of transportation for Inspecting officials of Agency in workshops of the Contractors at all locations.	We understand that for carrying out the scope of work at the factories / site locations, well furnished space including but not limited to regular administrative requirements like chair / table / printing facilities / shall be provided by the vendor / contractor and the bidder is not required to add any cost related to it.	Bid Document is self Explanatory.
13	Section 5: Employer's Requirement Notes Ref Pg No. 10	Notes given below the table The above-mentioned Bridge details are tentative. Numbers of Bridges/locations where work to be inspected & supervised by Inspecting Agency are likely to be increased or decreased or changed as per HRIDC requirement and work plan.	Please inform the tentative list of contractors for carrying out the work, factory locations and their monthly production rate.	Refer S. No. 7 of Corrigendum No. 3
14	Section 5: Employer's Requirement Notes Ref Pg No. 10	Notes given below the table The above-mentioned Bridge details are tentative. Numbers of Bridges/locations where work to be inspected & supervised by Inspecting Agency are likely to be increased or decreased or changed as per HRIDC requirement and work plan.	We understand that the Inspection work is limited to the factory premises and no site activities are required to be inspected by the TPA. Please confirm. If site activities are also required to be inspected, please confirm the site locations.	Bid Document is self Explanatory.

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15	Section 5: Employer's Requirement - Table Ref Pg No. 10	Minimum requirement of Project Key Personnel The Agency shall deploy Inspection Personnel in adequate numbers having minimum qualification/experience given hereunder:	Please clarify the quantity of the personnel of each designation that are required to be deployed by the successful bidder. Also, we understand that no additional person is required to be mobilised over and above the designated personnel shown in the table.	Bid Document is self Explanatory.
16	Section 5: Employer's Requirement - Table Ref Pg No. 10	Qualification of Supervisor - Welding Inspection Must have competency certificate from WRI/other authorized agencies approved by the Engineer	Please provide the list of other authorized agencies apart from the WRI.	Bid condition remain unchanged
17	Section 6: General Conditions of Contract point no. 40 Ref Pg No. 23	Professional Indemnity Insurance The Agency shall effect and maintain Professional Indemnity Insurance (PII) for the amount in Indian Rupees stipulated in Part A-Contract Data, Section 7, SCC in respect of any design of the Works to be checked by the Agency. This insurance shall ensure the Agencies liability by reason of professional negligence and errors in inspection and certification of girders/bearings. This insurance shall be valid from the date of commencement of Works until 5 years after the date of issue of Performance Certificate. Alternatively, the Agency shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered. The Engineer will not issue Final Payment Certificate until the Agency has produced evidence that coverage of the PII has been provided for the aforesaid period.	We understand that the design is not in the scope of the bidder and thereby no Professional insurance is required to be taken by the bidder.	Refer S. No. 8 & 9 of Corrigendum No. 3
18	Section 6: General Conditions of Contract Point 11 Ref Pg No. 10	Liability of Agency to the Employer Agency shall be liable to pay compensation to the Employer arising out of or in connection with the Agreement, if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.	It is hereby proposed the following : It should be deleted and added "in any event the maximum aggregate liability of the agency for all damages and claims under this Agreement shall be limited to professional fees paid to it under this Agreement till date or USD 20,000 or actual loss suffered, whichever is less" .	Bid Condition remain unchanged
19	Section 6: General Conditions of Contract Point 17(i) Ref Pg No. 12	Abandonment, Suspension or Termination by Notice of the Employer The Employer on recommendation by the Engineer may suspend all or part of the Works or terminate the Agreement by notice of at least 30 days to Agency who shall immediately make arrangements to stop the Services and minimize expenditure.	It is hereby proposed the following : It should be deleted. This is suggested to avoid arbitrary and one sided suspension and terms.	Bid Condition remain unchanged

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20	Section 6: General Conditions of Contract Point 17(ii) Ref Pg No. 12	Abandonment, Suspension or Termination by Notice of the Employer If the Employer considers that Agency is not discharging its obligations, the Employer can inform the Agency by written notice sent as per this clause stating grounds therein. If a satisfactory reply is not received within 7 days of receipt of the notice from the Agency, the Employer can by further notice terminate the Agreement provided that such further notice is given within 30 days of the Employer's former notice.	It is hereby proposed the following : It should be deleted and revised as "If the Employer it is proved that agency is not discharging its obligations, the Employer can inform the Agency by written notice sent as per this clause stating grounds therein. If a satisfactory reply is not received within 7 days of receipt of the notice from the Agency, the Employer can by further notice terminate the Agreement provided that such further notice is given within 30 days of the Employer's former notice." This is suggested to avoid arbitrary and one sided terms.	Bid Condition remain unchanged
21	Section 6: General Conditions of Contract Point 17 Ref Pg No. 12	Abandonment, Suspension or Termination by Notice of the Employer --	It is hereby proposed the following : It should be added "Either party may terminate the agreement upon serving 30 days written notice on the other party if the other party commits any material breach of terms of the Agreement.". This is suggested to ensure that equal termination rights are given to the parties	Bid Condition remain unchanged
22	Section 6: General Conditions of Contract Point 20 Ref Pg No. 14	Time for Payment Amounts due to the Agency shall be paid as specified in the Part-A Contract Data, Section 7, SCC and after deducting any amount to be withheld as due to the Employer, or has been awarded by an adjudicator or an arbitrator to the Employer pursuant to a referral under Sub-Clause 33.3[Arbitration] under Clause 22 [Disputed Invoices]. The Employer shall not be bound by any sum previously considered by him to be due to the Agency. The Employer may withhold payments until he receives the Performance Security under Sub-Clause 3.2 of General Conditions of Contract, (if any)	It is hereby proposed the following : It should be added "This timeline shall be followed for services rendered during force majeure. In the event of delay, 18 % per annum interest shall be levied on amount payable from its due date and it shall be applicable till its realisation." This is suggested to avoid delay in payment.	Bid Condition remain unchanged
23	Section 6: General Conditions of Contract Point 26 Ref Pg No. 14	Confidentiality The Agency shall during the tenure of the contract and at any time thereafter maintain strict confidence for all information relating to the work and shall not, unless so authorized in writing by the Employer, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through managers or its personnel. The Agency shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer. The Agency shall also return all reports, notes and technical data relating to the operational matters to the Employer. -----	It is hereby proposed the following : It should be deleted "The obligations hereunder shall survive any termination or cancellation of this Contract.". This is suggested to avoid perpetual liability.	Bid Condition remain unchanged

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24	Section 6: General Conditions of Contract Point 33 Ref Pg No. 07	Claims, Disputes and Arbitration ---	It is hereby proposed the following : It should be deleted and added "in the event of a dispute, difference or claim between the Parties arising out of this Agreement or in any way relating hereto, or arising out of any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force and such arbitration proceedings shall be held in English at Mumbai. The arbitration shall be conducted by a Sole Arbitrator appointed mutually by both the Parties and the arbitral award shall be final and binding upon the Parties. " This is suggested to comply with the provisions of Arbitration & Conciliation Act ,1996	Bid Condition remain unchanged
25	Section 7: Special Conditions of Contract Part-A Contract Data point no. 6 in table Ref Pg No. 03	Completion Period Completion Period : 1095 days	Please clearly specific the duration of the contract and also is there any escalation clause applicable in case the work is delayed beyond that period.	Refer Clause 19 of Section 6 General Condition of Contract (GCC)
26	Section 7: Special Conditions of Contract Part-A Contract Data point no. 15 in table Ref Pg No. 04	Insurance for Design (Professional Indemnity Insurance) Equal to the Accepted Contract Amount	We understand that the design is not in the scope of the bidder and thereby no Professional insurance is required to be taken by the bidder.	Refer S. No. 8 & 9 of Corrigendum No. 3
27	Section -4 Bidding Form (BDF) Form FIN-1 Average Turn Over page No 10 of 23 annual Turn over for 2020-21,2021-22,2022-23, Notes iii) & iv)	iii) The Agency is not required to submit any document as documentary evidence along with the Bid Documents. All information furnished in this Form shall be certified by a Chartered Accountant/Company Auditor/Statutory Auditor. (iv) The Form duly certified by a Chartered Accountant/Company Auditor/Statutory Auditor shall also be signed by Agencies Authorized representative.	We certification engineers international limited A Govt of India Undertaking, Subsidiary of Engineers India limited, had the financial balance sheet audited by statutory auditor and we already have the turn over balance sheet for the said financial year certified by Authorised Chartered Accountant i , so we proposed to submitted the same Turn over sheet signed by chartered accountant along with the Form FIN-1	Bid Condition remain Unchanged
28	Clause 19.1 section 1 ITA C Preparation of Bid page 13 of 20 Bid security, and in Tender Notice Tender Fee details & EMD Fee details	19.1 Unless otherwise specified in the BDS, the Agency shall furnish as part of its bid, a Bid Security in the amount of Indian Rupees as specified in the BDS. ITA 19.1 The Agency shall furnish a Bid Security for an amount of INR 4,71,600.00. and also the tender Fee Tender fee Rs 10,000/- and processing fees Rs 1,180	We certification engineers international limited A Govt of India Undertaking, Subsidiary of Engineers India limited, and a register under MSEs under category Small enterprises with service provider as Third part Inspection services and having a UDYAM certificate No MH270000463 issued by GOI MSME and as per amendment GFR 170(i) of GOI rule MSMEs are exempted from EMD and tender fees submission. so we proposed for Exemption of EMD along with tender fees and Processing fees to Us, Also we had written an emailed to Your organisation dated 03/02/24 along with our Udyam certificate and the amendment rule GFR 170(i) 2017 attached for Exemption of EMD & Tender fees .	Bid Condition remain Unchanged

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29	Clause 3.3.2 and 3.3.3 section 5 Terms of references /Technical specification 3.3.2 During Fabrication and 3.3.3 After Fabrication:	3.3.2.1 Inspecting Agency should keep a watch and maintain proper record for ensuring 3.3.2.2 Important Checks for Tack Welding: 3.3.2.3 Points requiring attention during full welding: 3.3.2.4 Good Working practice for prevention of distortion in welded girders: 3.3.3.1 Inspecting Agency should ensure that: 3.3.3.2 Trial Assembly: for open web girder. 3.3.3.2.1 Camber: 3.3.3.2.2 Dimensional check: Component Inspection of first Span Detailed inspection of dismantled components of trial erected span 3.3.3.2.3 Composite Plate girder check. 3.3.3.2.4 Anti Corrosive Treatment	1- As per scope 3.3.2 all stage Inspection required to attend by TPI in this case Inspection Engineer need to deploy at each workshop or inspection to be on call basis. Kindly confirm 2- No of workshop required for Inspection & its location if deployment required shall be confirmed.	Bid Document is self Explanatory.
30	Clause 4.3 (Page 7 of 20 in Section-1) or (page 7 of Bid pdf document)	An Agency shall not have conflict of interest. All Agencies found to have a conflict of interest shall be disqualified. An Agency may be considered to be in conflict of interest with one or more parties (i.e. Agencies participating in the Bid, the General Consultant (GC), HRIDC, HORCL and Contractors of HORC Project) in this bidding process.	RITES is an entity in the General Consultant for the HORC project. As per the tender condition 4.3 of ITA, the conflict of interest is "An Agency may be considered to be in conflict of interest with one or more parties (i.e. Agencies participating in the Bid, the General Consultant (GC), HRIDC, HORCL and Contractors of HORC Project) in this bidding process" under the conditions of the clause 4.3. We would like to bring to your kind notice that RITES is a part of the GC of HORC, however, Metro & QA are the two different entities/ verticals of RITES and Metro Vertical is part of GC of HORC whereas QA Vertical is Bidding in this tender. Please advise, would this internal division constitutes a Conflict of Interest as per the tender condition. In this regard, may please clarify/confirm whether RITES Inspection Office (Quality Assurance Vertical) can participate in this bid as both the above stated Verticals are separate independent verticals/entities headed by different Directors.	Refer S. No. 1 of Corrigendum No. 3 and S. No. 1 of Corrigendum No. 4.
31	Letter of Technical Bid format-Point No. (e); (Page 3 of 23 in Section-4) or (page 37 of Bid pdf document)	We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITA 4.3	We agree to limit our role to that of a Agency and to disassociate ourselves, our associates/affiliates from work in any other capacity (including Bidding relating to any goods or services for any part of the Works) on this work other than that of Agency.	
32	Letter of Technical Bid format -Point No. (m); (Page 4 of 23 in Section-4) or (page 38 of Bid pdf document)	We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid Security and/or Performance Security and banning of business dealings for a period of up to five years.	This is also to inform hereby that the legal representative will be the Signatory of QA Vertical authorized vide POA for the purposes of this bid	Refer S. No. 1 of Corrigendum No. 3 and S. No. 1 of Corrigendum No. 4.
33	Letter of Technical Bid format-Point No. (x); (Page 5 of 23 in Section-4) or (page 39 of Bid pdf document)			

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34	Clause 3.3.1.2 (Page 4 of 12 in Section-5) or (page 61 of Bid pdf document)	WPSS samples shall be executed and tested in laboratory in the presence of Inspecting Agency & Approval shall be granted by Inspecting Agency based on test results	(i) Please clarify/confirm, in case, a fabricator is having a testing lab (having NABL approved calibration certificates of test equipment and/or instruments) then the tests can be witnessed there or all required test should be got done through independent NABL Labs.	(i) Bid Document is self Explanatory.
35	Clause 3.3.1.3 (Page 4 of 12 in Section-5) or (page 61 of Bid pdf document)		(ii) It is understood that the test sample preparation and/or testing charges (for destructive tests/ NDT) of raw material, weld joints & its components (HSFG Bolt, Bearings, etc.) shall be borne by the fabricator of Steel Girder and/or other suppliers, in either case. Please clarify/confirm.	(ii) Bid Document is self Explanatory.
36	Clause 3.3.1.4 (Page 4 of 12 in Section-5) or (page 61 of Bid pdf document)	All required test should be got done through independent NABL Labs and compared with the mill test certificate results given by the supplier before passing the material for use.		
37	Section 3 Evaluation And Qualification Criteria (EQC) Page no. 4 of 6: Clause no. 3.1.1 Eligibility: Railway Board / RDSO Approval	The Agency shall be approved by Railway Board / RDSO to act as an Specialised Inspection Agency for fabrication of steel bridge Girders.	<p>In this regard, we would like to inform you that we have worked with Konkan Railway Corporation Ltd. for Design and construction of special bridge across river Chenab at KM 50/800 on the Katra-Laole section of USBRL Project. (Inspection Reports) and Northeast Frontier Railway as a Third party inspection agency for Construction of composite welded steel truss girders for the superstructure of Bogibeel Rail cum Road bridge over river Brahmaputra near Dilbrugarh Assam in India.</p> <p>The approval letters from Konkan Railway and Northeast Frontier Railway are enclosed herewith for your reference.</p> <p>Kindly confirm that with these credentials, whether we are eligible to participate in the above-said tender.</p>	Refer S. No. 2 of Corrigendum No. 3