

# Haryana Rail Infrastructure Development Corporation Limited

(A JV of Govt. of Haryana and Ministry of Railways)

## Response to Pre-bid queries

**Pre-Bid Meeting held on 29.07.2020 in the office of HRIDC, Plot No 143, 5th Floor, Railtel Tower, Sector-44, Gurugram (through Video Conference also)**

**Tender No: HRIDC/KET/31/2020/2**

**Name of Work:** Construction of Elevated BG Railway line from Km 79/6 to Km 85/7 along the existing Railway line on diverted alignment between Pehowa Road and Kurukshetra Railway stations on Narwana- Kurukshetra section of Delhi Division on Northern Railway involving Viaduct on pile foundation & PSC superstructure, earthen embankment on approaches, retaining walls, Elevated Platform at Thanesar station and other ancillary works in connection with elimination of 05 nos. Level crossings in Kurukshetra City”.

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| <b>Dineshchandra R. Agarwal Infracon Pvt. Ltd.</b> |   |  |  |  |
| 1.   | Clause 3.1.2, Pg 15, Technical Eligibility Criteria | Where, similar work means “Construction of Rail to Rail Flyover/ Railway Viaduct/ Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including sub-structure and super-structure” | It does not include the works of Highways/Roads. Apparently, there is no difference in work execution/experience of Viaduct be it part of railways or Highways/Roads | No change. This work includes the construction of Railway viaduct as well as laying of Railway Track as per Indian Railway Standards ensuring safety parameters, testing & commissioning after inspection of Commissioner of Railway Safety (CRS). |

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|                                  |                                  |                                     |   | Eligibility criteria as mentioned in tender document shall prevail.  |
|                                  |                                  |                                     | It is also requested to consider substantial completion of the similar nature of work.  | Please refer to Corrigendum No. 2<br><br>Substantially completed work(s) shall mean: The work(s) is considered as substantially completed when the value of executed work i.e. payment received is 80% or more of the contract value subject to the condition that work is not terminated by the concerned department/Client or abandoned by the Contractor and balance work is progressing satisfactory. This is to be substantiated by a certificate from the concerned department/Client. |
| <b>KEC international Limited</b> |                                  |                                     |   |  |
| 2.                               | Clause (A),<br>Top Sheet,<br>Pg3 | Last date/Time of upload of tenders | Considering the ongoing Covid-19 situation, we are facing difficulty to conduct the site visit and unable to validate the rates with local suppliers for raw material quantity and rates.<br><br>We sincerely request your esteemed office to extend last date for submission of bid due date by 4 weeks, i.e till 19-Sep-20, and oblige. | Please refer to Corrigendum No. 1<br><br>Thera are no restrictions imposed by Haryana state government for site visit/inspection. However, the last date for submission of bid has been extended by two weeks (i.e. 02.09.2020)  |

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| 3.                                 | Clause 3.0, Pg15, Eligibility Criteria              | The tenderer(s) must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:                         | The tenderer(s) must have successfully/ <b>substantially*</b> completed any of the following during last 07 (seven) years, <b>prior to the last stipulated date for Submission / Opening of the bid:</b><br><i>* Substantially completed shall mean where the value of payment received is at least 80% of the contract value.</i>   | Please refer to response No. 1 above. |
| <b>JCC Infraprojects Pvt. Ltd.</b> |   |  |  |                                       |
| 4.                                 | Clause 3.1.2, Pg 15, Technical Eligibility Criteria | Where, similar work means "Construction of Rail to Rail Flyover/ Railway Viaduct/ Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including sub-structure and super-structure" | The proposed project has been envisaged for elimination of Railway Level Crossings which is normally implemented by construction of Road Over Bridges (ROBs). However, Railway Over Bridges (ROBs) have not been specified under "similar works" defined at clause 3.1 of the Technical Eligibility Criteria. Therefore, we request that <b>"Construction of Road Over Bridges"</b> should also be added in the definition of similar works. | Please refer to response No. 1 above. |
|                                    |   |  | Further we also request that <b>"substantially completed" works i.e. works where value of work completed is more than 90% of original contract value</b> should also be allowed to assess the Technical Eligibility Criteria of the bidder. This   | Please refer to response No. 1 above. |

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|                                |  |   | criteria is widely adopted by NHAI/MORTH/MRIDC etc.  |  |
| <b>L&amp;T Geostucture LLP</b> |  |   |  |  |
| 5.                             | Clause 3.1 & 3.2, Pg 15                  | Technical and Financial Eligibility Criteria  | <p>We request you to consider the following pre-qualification condition:</p> <p>In computing the qualification criteria of the bidder, the experience of their parent company registered in India shall be considered, provided that the bidder is a subsidiary of the parent company (Parent Company that has a controlling stake of more than 50% in the subsidiary company) and the parent company provides undertaking stating that they are jointly and severally responsible for the successful performance of the contract.</p> | No change. Eligibility criteria as mentioned in tender document shall prevail.               |
| <b>G R Infraprojects Ltd.</b>  |  |   |  |  |
| 6.                             | RFP_KET, Pg 14, Tender Notice, Table 1.0 | Construction of Rail to Rail Flyover/ Railway Viaduct/ Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including sub-structure and super-structure. | We request you to kindly consider the Flyover & Elevated Structure works completed in road projects as well i.e Highway/Expressway etc.as eligible projects for fulfillment of this eligibility criteria.  | Please refer to response No. 1 above.  |
| 7.                             | RFP_KET, Pg 170, Employment of Technical | Total experience of each person... experience of working on Railways Infrastructure Projects with Indian Railways/Metros/Railway PSUs or                                  | We request you to kindly consider the Flyover & Elevated Structure works executed in road projects i.e Highway/Expressway etc. as eligible   | No change. Total experience of each personnel as mentioned in tender document shall prevail. |

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|        | Staff, Clause 4.1   | Project Management Consultant or construction agencies.   | project for fulfillment of the experience criteria of Key Personnel to be deployed.  |   |
| 8.     | RFP_KET, Pg 45, Earnest Money, Clause 3.2                         | The Earnest Money of the requisite amount referred to in Clause 3.1 above is required to be deposited ONLINE.   | We request you to kindly consider the Earnest Money of the said amount in the form of a Bank Guarantee as well.  | Not agreed. EMD of requisite amount is required to be deposited through online mode only.   |
| 9.     | RFP_KET, Pg 66, Disposal of Surplus Excavated Material, Clause 17 | The Contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer. | Please provide the location of appointed site of disposal.   | Available railway land in low laying area may be used for dumping of surplus excavated materials with approval of Engineer Incharge.  |
| 10.    | RFP_KET, Pg 68, Clause 21.5                                       | No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.  | We request to kindly provide time & cost claim towards idling of contractor's resources when idling is not attributable to the contractor.   | Not agreed. Conditions as given in Clause 21.5 shall prevail.   |
| 11.    | RFP_KET, Pg 181, Clause 16.6                                      | No claim for extra payment shall be entertained on account of interruption to work due to rain, floods or due to delay in acquisition of land in some portion, delay in arranging closure of water channels, etc.                 | Since the events listed out in the clause are not in control of the contractor, therefore, it is requested to please consider the additional time and cost when delay due to such events is encountered. | Not agreed. Completion period of 30 months includes monsoon period. No land acquisition is involved for execution of proposed work as the work is to be done within available railway land. |
| 12.    | RFP_KET, Pg 181, Clause 16.8                                      | There may be a water supply/sewerage/any other underground/overhead line passing at the site of work and any delay in its shifting/adjusting will not entitle the   | Since shifting of existing utilities will be done with the consent of the utility owner, therefore any delay on that account shall not be attributable to the contractor                                 | Not agreed. Completion period of 30 months includes shifting of utilities if any encountered during execution of work.  |

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|        |                                       | Contractor(s) to any claim whatsoever.  |  |   |
| 13.    | RFP_KET, BOQ Item No. 013110 & 013120 | Cut trees shall be property of Railways and to be deposited in the railway godown unless specified otherwise in the Special conditions of contract  | Please provide the location of designated place of Stacking and Handover of Tree/branches cleared from way of construction to assess the distance.   | Cutting of trees coming in the alignment and their removal shall be done by the Forest Department. HRIDC is following up with the concerned forest officials. However cut trees/branches if any may be stacked in Thanesar station area.  |
| 14.    | RFP_KET, Pg 70, Taxes, Clause 23.1    | Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies shall be borne by the tenderer | Please clarify, whether Octroi and Toll Tax are still applicable in Haryana State.   | Taxes as applicable in Haryana State shall be borne by the tenderer.  |
| 15.    | RFP_KET, Pg 169, Clause 2.1.5         | Shifting of unforeseen utilities if any, shall be the responsibility of the Contractor, and the HRIDC shall facilitate permissions from the concerned authorities.                                  | Since, the utility shifting is in the scope of Contractor, kindly provide the details of Utilities and Utility Identification Report & Drawings.   | OFC and Signalling cables will be shifted by HRIDC. There seems to be no other utility shifting work involved as such. However, contractor will do their own survey for identification of any unforeseen underground utilities. HRIDC shall facilitate permissions from the concerned authorities.                |
| 16.    | RFP_KET, Pg 169, Clause 2.1.5         | Shifting of unforeseen utilities if any, shall be the responsibility of the Contractor, and the HRIDC shall facilitate permissions from the concerned authorities.                                  | Since utilities details are not provided, it is requested that all expenses incurred for obtaining NOC & approvals required for utility shifting or diversion may please be reimbursed as it is very difficult to include the same in estimate before hand. Else, keep the liasoning & | Shifting of Railway Signalling cables and OFC along the alignment shall be done by HRIDC. There seems to be no other utility shifting work involved as such. However, as per Clause 2.1.5 of Special Conditions, Contractor shall do their own survey for identification of any unforeseen underground utilities. |

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|        |                |                     | obtaining approval from Utility owning agencies under the scope of Employer. Please Confirm.   | HRIDC shall facilitate permissions from the concerned authorities.  |
| 17.    | General        | KMZ File            | Kindly Provide KMZ File in order to identify the alignment.  | The KMZ file has been uploaded on the HRIDC website ( <a href="http://www.hridc.co.in">www.hridc.co.in</a> )  |
| 18.    | General        | Drone Survey        | Kindly Provide the Drone Survey for better understanding of the alignment as it is not possible to visit the Site in present COVID 19 pandemic Situation.  | The Drone Survey has been uploaded on the HRIDC website ( <a href="http://www.hridc.co.in">www.hridc.co.in</a> ).<br>It is to inform that there is no restriction imposed by Govt of Haryana for site visit/inspection and it is advised to visit the site before submission of the tender. |
| 19.    | General        | Geotechnical Report | Kindly Provide the Geotechnical Survey report.   | The Geotechnical survey report has been uploaded on the HRIDC website ( <a href="http://www.hridc.co.in">www.hridc.co.in</a> ).   |
| 20.    | General        | Right of Way        | It is requested to kindly provide the status on Right of Way (ROW)/ Land Acquisition for better understanding.   | The proposed work will be executed within Railway land and no land acquisition is involved.   |
| 21.    | General        | Pile Depth          | Kindly provide average depth of the Pile.  | The average depth of the Pile shall be approx. 22M  |
| 22.    | General        | Pre-Bid Meeting     | Due to recent COVID 19 pandemic situation, many Government institutions have moved to holding Pre-Bid meetings through Video Conferencing for discussions with prospective bidders to reduce the pandemic threat; recently followed by DMRC, NCRTC, IRCON etc. for their | Please refer to the Notice issued on HRIDC website ( <a href="http://www.hridc.co.in">www.hridc.co.in</a> ) in connection with Pre-bid meeting through Video Conferencing.  |

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|        |   |  | <p>various recent tenders.</p> <p>Therefore, we request you to kindly consider holding the Pre-Bid meeting for aforesaid tender through Video Conferencing.</p>  |                                       |
| 23.    | Clause 3.1.2, Pg 15, Technical Eligibility Criteria | Where, similar work means "Construction of Rail to Rail Flyover/ Railway Viaduct/ Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including sub-structure and super-structure" | <p>From the similar works definition, the works of elevated structure(s) of only 'Metro Railway and Railway' are to be considered eligible towards technical eligibility criterion. This stipulation is limiting the competition and debarring many of the willing and capable companies who had and/or are executing similar works of construction of viaducts/bridges on Highways/Expressways.</p> <p>Therefore, we request your good-self to kindly consider the following modified provision for definition of "Similar works" in Technical Qualification:</p> <p><b><i>"Construction of Flyover/ Viaduct/ Major bridges/ Elevated Viaduct of span 12.20m or above including sub-structure and super-structure in Railway/Metro/Highway &amp; Expressways"</i></b></p> | Please refer to response No. 1 above. |



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| 24.    | General, Financial Bid Sheet   |                    | <p>The Financial Bid Sheet in excel format requires only amount to be filled against the individual Schedule A1, A2 &amp; B, thus calculating the total Quoted amount. In such case, kindly clarify the method of calculation of rate of individual item i.e. how the rate will be decided by Client (HRIDC) for each item of a particular Schedule.</p> <p>For example, total amount of Schedule-A1 is Rs.25,51,71,574.56 and a bidder quotes Rs. 27,00,00,000 against Schedule-A1. The percentage above is 5.81115.....%. In this case upto which decimal place the percentage rate will be considered for calculation of Quoted Rate.</p> <p>Moreover, we request you to kindly modify the excel format of Financial Bid Sheet allowing the Bidder to Quote Percentage Above/Below/At Par against each Schedule for better clarity as followed by various other Govt. agencies like RVNL, IRCON, DMRC etc.</p> | <p>The Tenderer shall quote their rate against each Schedule i.e. Schedule A1, Schedule A2 &amp; Schedule B in the Financial Bid sheet (BoQ).</p> <p>For evaluation purpose, the percentage rate of quoted amount would be calculated upto two decimal place only. As per your example, 5.81% rate above will be considered.</p> |
| 25.    | General, Land for casting Yard |                    | <p>Please provide the exact location and area of the land to be provided by the Client free cost for development of casting Yard, installation of RMC</p>   | <p>Railway land is available in Thanesar station area (approx. 6,000 sqm) on left side of existing track between LC No. 62 &amp; 63 which may be used for</p>  |

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|                                   |                       |  | plant, setting up of site office, store, cement godown, laboratory etc.                                 | developing casting Yard, installation of RMC plant, setting up of site office, store, cement godown, laboratory etc.<br><br>This land will be provided by the HRIDC free of cost                         |
| <b>M.G. Contractors Pvt. Ltd.</b> |                       |  |   |  |
| 26.                               | Mobilization advance  |  | Please allow mobilization advance for the above contract  | As per Clause 30 of Special Tender Conditions and Instruction to Tenderer(s), no mobilization advance shall be payable to the contractor.  |
| 27.                               | Clause 8, Pg146       | Online Payment of Tender Document Fee, e-Service fee & EMD | Please provide the Bank Account detail to deposit online EMD, Cost of tender fee & E-service fee        | The online payment for Tender EMD, tender document fee and eService Fee shall be made through the secure electronic payment gateway only.  |
| 28.                               | Clause 7.1.5, Pg268   | Falling of trees   | Status of permission of Tree Cutting from Forest department along alignment of Proposed Track           | The permission for cutting of Trees along the alignment of proposed track is already granted by Forest department. The work of cutting and removal of trees shall be done by the Forest Department only. |
| 29.                               | Clause 7.1.5, Pg268   | Falling of trees   | Status of Permission of Tree cutting in Proposed Location assigned for Casting Yard between LC62 & LC63 | There is sufficient land available for casting yard. Hence, there is no necessity of cutting trees for casting yard.   |
| 30.                               | Clause 34.17.2, Pg215 |  | Permission for Crossing of Track at some locations from casting Yard to working area                    | 5 LCs are already available and there is no necessity for any other track crossing location.   |
| 31.                               | Site Visit            |  | As per site visit from Ch: (-) 560 to Ch: 5+140 parallel to existing track                              | As per Clause No. 14 of Special Tender Conditions and Instruction to   |

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|        |  |                    | towards proposed alignment, Most of area is submerged and filled with garbage; so before start work, Haulage Road is required by replacing existing garbage/unsuitable soil with Good earth.<br><br>Please clarify any Provision of payment schedule against this item | Tenderer(s), Contractor/s shall make his/their arrangements for service roads, paths, etc. at their own cost. No payment shall be made for making service roads.  |
| 32.    | A2 End                                       |                    | Deep sullage water pond is lying along proposed alignment over a stretch above 1000m. This is required to be filled up for movement of Machinery and resources for execution of work.<br><br>Please clarify any specific provision of filling & its Payment schedule   | As per Clause No. 14 of Special Tender Conditions and Instruction to Tenderer(s), Contractor/s shall make his/their arrangements for service roads, paths, etc. at their own cost for movement of their machinery and plants. No payment shall be made for making service roads for movement of their machinery and plants. |
| 33.    | Item NS-2                                    |                    | Rates of 1200mm dia Bored pile @ Rs 9590.98/- per Rmt are on lesser side   | The rates of various Non schedule items have been incorporated in the BoQ after updation and same may be kept in view while quoting your offer against Schedule B: NS items. The rate of NS-2 item given in BoQ is excluding reinforcement steel.   |
| 34.    | Chapter - 4 of USSOR item no. 041011, Pg 294 |                    | Rate of Pile cap with escalation works out to Rs. 2422.38/- + 71.03% above Rs 4143/-. (Excluding Cost of Cement, Shuttering & Admixture)   | The rates of various Non schedule items have been incorporated in the BoQ after updation and same may be kept in view while quoting your offer against Schedule B: NS items. The  |

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|        |   |  | <p>However, in item NS-3, Rate of pile cap in M35 is Rs 6643.98/- (Including cost of Cement, Shuttering &amp; Admixture). Similarly, all other items of Schedule B are on extreme lower side.</p> <p>Regarding above, we are free to quote our rates but please explain your limits for acceptance of Higher Rates so that we can decide for participation in Tender</p> | rate of NS-3 item given in BoQ is excluding shuttering.   |
| 35.    | Clause 4.7.3.1, Pg 47 - Variation in Quantity | Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;  | Kindly confirm, these clauses are applicable for which items. In our opinion these variations should be applicable on steel reinforcement only.  | Clause 4.7.3.1, 4.7.3.2 & 4.7.3.3 is applicable for all the major items (i.e. an item whose original agreement value is equal to or more than 1% of the total original agreement value) and Clause No. 4.7.3.4 is applicable for minor items. |
| 36.    | Clause 4.7.3.2, Pg 47 - Variation in Quantity | Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item, shall be paid at 96% of the rate awarded for that item in that particular tender;  |  |   |
| 37.    | Clause 4.7.3.2, Pg 47 - Variation in Quantity | Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender; |  |   |

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| 38.    | Clause 5.1, Pg 48 to 50 - Security Deposit and Performance Guarantee | The Earnest Money deposited by the Contractor with his tender will be retained by HRIDC as part of security for the due and faithful fulfilment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. | No condition regarding release of security deposit against Bank Guarantee Bond mentioned in this clause. Kindly Confirm.  | Please refer to the Note on Page 49 under Clause 5.1.1 in connection with release of security deposit against Bank guarantee   |
| 39.    |  | Further, in case of having value equal to or more than 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, Issued by scheduled bank after execution of contract documents, but before payment of 1st on account bill.   | Clause no 5.1.1 states that performance guarantee may not exceed 10% of the total value of contract and Clause no 5.2(b) at pg. no 50, states that performance guarantee @5% of the contract value. Kindly confirm which clause will be applicable. | It is clarified that performance guarantee shall be 5% of the contract value as per Clause 5.2(b).<br><br>As per Clause 5.1.1 in case of defaulting contractor, the amount which can be retained by HRIDC may not exceed 10% of the total value of contract (including amount guaranteed through <b>performance guarantee</b> ). |
| 40.    | Clause no 8.4.1, Pg 56- Incentive Bonus Payment Clause               | This Incentive Bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every-one month of early completion ahead of the original completion period.  | Kindly confirm which clause will be applicable for Incentive Bonus Payment Clause.  | Clause No. 8.4.1 is applicable for "doubling and traffic facilities works" only.<br><br>Proposed work is not falling under "doubling and traffic facilities work" and  |

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| 41.    |  | However, the maximum Incentive Bonus shall not be more than 6% of the original contract or revised contract value whichever is less   |   | therefore, the Incentive Bonus payment clause is not applicable as clarified in Clause No. 8.4.2 of Special Tender conditions and Instruction to Tenderer(s).   |
| 42.    | Clause no 8.4.2, Pg 56- Incentive Bonus Payment Clause | Proposed work in this tender document is not sanctioned under contracts for through put enhancement relating to "doubling" and "Traffic Facilities" works and hence, as such Incentive Bonus Payment Clause is not applicable for this tender                           |   |   |
| 43.    | Clause no 8.4.1, Pg 56                                 | This Incentive Bonus shall not apply if extension completion period is given irrespective of on whose account (HRIDC's account or Contractor' account)  | This Clause is not justified. If work will be prolonged due to Contractor then this clause is not applicable is accepted, but in case of delay due to Client, contractor should be allowed to claim the incentive bonus. Kindly confirm | As clarified in Clause No. 8.4.2, Incentive bonus payment clause is not applicable for the proposed work.   |
| 44.    | Clause no 12.1, Pg 60- Supply of Material by the HRIDC | Contractor request to HRIDC for supplying the material during execution, so HRIDC will recover the Freight at 5% (8.33% for items of Iron and C.I. pipe steel) incident charges at 2% and added on total cost supervision charges at 12.50% from the Contractor's Bill. | i) Clause no 13.3 is unjustified for the Contractor, so it is requested to revise this Clause. Kindly Confirm.  | i) The tendered rates should include all the expenditure to be incurred by Contractor towards loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty, etc. For the materials supplied by Contractor and no separate |

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| 45.    | Clause no 13.3, Pg 62- Supply of Material by the Contractor's                | No loading, unloading, lead, lift, stacking, octori, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the Contractor to the site of work                  | <p>ii) Otherwise Contractor should not be bound to take materials from their stores. Kindly Confirm.</p> <p>iii) If there any changes in statutory levy/taxes in future after the start of work, the excess amount should be reimbursed to the Contractor. Kindly Confirm.</p> | <p>payment for those activities to be made by HRIDC.</p> <p>ii) Clause No. 12.1 will be applicable only in case of Contractor's inability to arrange the materials as per Conditions given in Clause 12.1.</p> <p>iii) Not agreed. As per Clause No. 23.2, any increase in statutory levy/ taxes shall be borne by the Contractor.</p> |
| 46.    | Clause no 13.2, Pg 62- Supply of Material by the Contractor's                | It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.   | Kindly confirm the percentage of wastage included in the rates given in BOQ specifically for cement and Reinforcement steel.   | The rates given in the BoQ are for the finished items utilized in the work. The tendered rates should include wastage & wash away due to rains, storms or floods.  |
| 47.    | Clause no 31.3, Pg 80 - Movement and upkeep of Contractor's Measurement Book | Joint General (JGM/HRIDC) shall hand over required no. of CMBs to Deputy General Manager (DGM)/ HRIDC after taking receipt of the same on sheet No.2A (Form E. 1313) for further issuance to Contractor time to time as per progress of work. | How many no of Copies of CMB (Contractor Measurement Book) required. Kindly Confirm  | The copies of CMB will be as per actual requirement for the work.  |
| 48.    | Clause no 31.9, Pg 81- Measurement   | The Contractor shall communicate the date of measurement to DGM/HRIDC in sufficient advance to witness any measurement. Witnessing of measurement by HRIDC is not compulsory except for initial levels in case of earthwork and               | This Clause is contradicting in itself. Kindly confirm   | As per Clause no 31.9, witnessing of measurements by HRIDC for initial levels in case of earthwork and hidden measurements is compulsory.  |

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|        |   | hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of HRIDC officials and test checked as prescribed.   |  |  |
| 49.    | Clause 31.18, Pg 82- Release of Provisional Payment       | Assistant Manager with 5-year experience' (AM/HRIDC) and DGM/HRIDC shall sign and record a certificate on the original provisional 'on account contract certificate' as under:<br>"Certified that the payment being made is less than the amount due for the quantities of works executed by the Contractor". In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book/level book must be enclosed. This shall be cross checked, as considered appropriate by AM/ HRIDC & DGM/ HRIDC, to ensure that no excess payment is being made. At this stage no test check of measurements by HRIDC is required | In this Clause no time limit is mentioned for release of Provisional Payment/ Balance payment of RA Bill. Kindly specify the time limit. | Payment of RA bills/ provisional payment shall be made depending upon the physical progress of the work.   |
| 50.    |   |  | In case of payment is beyond specified limit (which is yet to be clarified), interest @12% should be paid. Kindly Confirm                | Payment of RA bills/ provisional payment shall be made depending upon the physical progress of the work. No interest shall be payable for the delay in running bill/ provisional payments. |
| 51.    | Clause 32.4 (i), Pg 92- Sole Conciliator [Sole Arbitrator | In cases where the total value of all claims/ counterclaims in question does not exceed INR 2.00 Crore (Rupees Two Crores), the Arbitral   | This Clause is one sided and unjustified for the Contractor, so it is requested to revise/amend this clause. Kindly Confirm.             | Not agreed. The nomination of Arbitrator shall be done as per Clause No. 32.4 (a)  |



| S. No. | Clause/Page No   | Clause Description   | Bidder's Query   | HRIDC Response  |
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| 52.    | & Arbitral Tribunal  | Tribunal shall consist of a sole arbitrator who shall be an officer of HRIDC not below GM level, nominated by the Managing Director. The sole arbitrator shall be appointed by the Managing Director of HRIDC within 60 days from the day when a written and valid demand for arbitration is received by HRIDC.  | It should be from panel UT arbitrators approved by HRIDC/Railways instead of serving GM. Kindly Confirm  | Not agreed. The nomination of Arbitrator shall be done as per Clause No. 32.4 (a) |
| 53.    | Clause 32.4 (ii), Pg 92- Sole Conciliator [Sole Arbitrator & Arbitral Tribunal | In cases where the total value of all claims/counterclaims exceeds INR 2.00 Crore (Rupees Two Crores), the Arbitral Tribunal shall consist of a panel of three Officers not below GM level. For this purpose, HRIDC will send a panel of more than 3 names to the contractor, within 60 days from the day when a written and valid demand for arbitration is received by HRIDC. Contractor will be asked to suggest to the Managing Director at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by HRIDC. The Managing Director shall appoint at least one out of them as the contractors nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' | This Clause is one sided and unjustified for the Contractor, so it is requested to revise/amend this clause. Kindly Confirm.                             | Not agreed. The nomination of Arbitrator shall be done as per Clause No. 32.4 (a) |
| 54.    |  |  | It should be from panel of arbitrators approved by HRIDC/Railways instead of serving GM. Kindly Confirm.   | Not agreed. The nomination of Arbitrator shall be done as per Clause No. 32.4 (a) |
| 55.    |  |  | The Contractor nominee Arbitrator should be appointed by the Contractor from the panel approved by HRIDC/Railways instead of serving GM. Kindly Confirm. | Not agreed. The nomination of Arbitrator shall be done as per Clause No. 32.4 (a) |
| 56.    |  |  | The Appointment of Presiding Arbitrator should be mutual decided by the 2 nominee arbitrator from both side. Kindly Confirm.                             | Not agreed. The nomination of Arbitrator shall be done as per Clause No. 32.4 (a) |

| S. No.                    | Clause/Page No  | Clause Description  | Bidder's Query  | HRIDC Response   |
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|                           |   | from amongst the 3 arbitrators so appointed.  |   |  |
| 57.                       | Clause 32.6, Pg 93- Sole Conciliator [Sole Arbitrator & Arbitral Tribunal | Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made. | This point should be decided by the Arbitrator and not to be imposed upon the Contract. Kindly Confirm          | Not agreed. Clause 32.6 shall prevail  |
| 58.                       |   |   | This Clause is unjustified for the Contractor. So it is requested to remove/revise this Clause. Kindly Confirm. | Not agreed. Clause 32.6 shall prevail  |
| 59.                       | Clause 32.11  | Award to be final and binding on all parties: An arbitral award shall be final and binding on all parties, as per provision of Arbitration and Conciliation Act, 1996.        | Kindly follow the Arbitration and Conciliation Act, 1996 with latest amendment. Kindly Confirm                  | As per Clause No. 32.11, Arbitration and Conciliation Act, 1996 with latest amendment is applicable.   |
| <b>ISC Infrastructure</b> |   |   |   |  |
| 60.                       | Drawings  |   | Water Logged area shown at Ch. 4500, is a seasonal water logging, Pond or Lake etc. Please Confirm              | It is a seasonal water logging.  |
| 61.                       | Drawings  |   | Status of GAD Approval. Please clarify  | GAD approval is in process.  |
| 62.                       | Clause 7.1.5, Pg268   | Falling of trees  | Whether permission for cutting of trees in working alignment will be provided by HRIDC. Please clarify          | The permission for cutting of Trees along the alignment of proposed track is already granted by Forest department. The work of cutting and removal of trees shall be done by the Forest Department only. |

| S. No. | Clause/Page No           | Clause Description | Bidder's Query  | HRIDC Response  |
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| 63.    | General, Pre-bid meeting |                    | <p>We kindly request you to conduct pre-bid meeting through online process as physical appearance for the same as scheduled on 29/07/2020 at your office situated at Gurugam, Haryana is difficult looking at the present circumstances due to Covid-19 pandemic.</p> <p>Please be informed that, pre-bid meetings for the tenders floated by Northern Railways are being held online only considering safety norms published by Government.</p>                            | <p>Please refer to the Notice issued on HRIDC website (<a href="http://www.hridc.co.in">www.hridc.co.in</a>) in connection with Pre-bid meeting through Video Conferencing.</p>   |
| 64.    | Ballast Report           |                    | <p>The ballast test reports desired against the quantum of work for the captioned tender is very less hence the same is not required. Also, in present scenario of Covid-19 pandemic, it is difficult to approach concerned institutions such as Colleges and Test Laboratories for ballast test. In fact, Railways has also rightly discontinued this process.</p> <p>We request you to kindly eliminate the said requirement of ballast test reports for said tender.</p> | <p>Please refer the Corrigendum No. 2.</p> <p>The requirement of ballast test report is not required at Tendering stage. However, the same shall be required by HRIDC at the time of supply of ballast during the execution of the project.</p> |
| 65.    | Earnest Money Deposit    |                    | <p>Tenders floated by various Railway Government bodies such as DFCC, RVNL are accepting Earnest Money</p>  | <p>Not agreed. EMD of requisite amount is required to be deposited through online mode only.</p>  |

| S. No.                         | Clause/Page No   | Clause Description  | Bidder's Query  | HRIDC Response  |
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|                                |  |   | <p>Deposit for the tenders in the form of bank guarantee only.</p> <p>Hence, we request you to kindly accept the Earnest Money Deposit for the captioned tender in the form of Bank Guarantee only</p>  |   |
| <b>Ashoka Buildcon Limited</b> |  |   |   |   |
| 66.                            | Tender NIT<br>3.0 Eligibility Criteria<br>3.1 Technical eligibility criteria:3.1.2 | <p>Where, similar work means to Rail Flyover/ Railway Viaduct/Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including substructure and super-structure.</p> <p>Further, it may be kindly noted that the above work, if executed as part of any other single work, will also be considered eligible.</p> | Please consider the "Work executed for Railways, Highways, Expressway, Runways, Four lane roads, Major District Roads, Road Flyover / Road Bridges including substructure and Super-structure" for meeting the required qualification requirements. | Please refer to response No. 1 above.   |
| 67.                            | General  |   | Space for Camp and plant to be given at Thanesar free of cost or at any other suitable location. Please Confirm   | <p>Railway land is available in Thanesar station area (approx. 6,000 sqm) on left side of existing track between LC No. 62 &amp; 63 which may be used for developing casting Yard, installation of RMC plant, setting up of site office, store, cement godown, laboratory etc.</p> <p>This land will be provided by the HRIDC free of cost.</p> |

| S. No. | Clause/Page No  | Clause Description   | Bidder's Query   | HRIDC Response  |
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| 68.    | General   |  | Removal of hindrances e.g. trees or any other structure. Please Confirm  | The permission for cutting of Trees along the alignment of proposed track is already granted by Forest department. The work of cutting and removal of trees shall be done by the Forest Department only.<br>Dismantling and removal of existing station building and staff quarters shall be done as per BOQ items. |
| 69.    | General   |  | Is site clear from any encroachment or land issue if any? Please Confirm   | The proposed alignment is within railway land and no land acquisition is involved. The site is free from any encroachment.  |
| 70.    | Tender NIT 3.0 Eligibility Criteria<br>3.1 Technical eligibility criteria:3.1.2 | Where, similar work means to Rail Flyover/ Railway Viaduct/Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including substructure and super-structure.<br>Further, it may be kindly noted that the above work, if executed as part of any other single work, will also be considered eligible. | Please consider the " <b>Work of Elevated Fly Over Experience</b> " for meeting the required qualification requirements. | Please refer to response No. 1 above.   |

| S. No.                          | Clause/Page No                | Clause Description | Bidder's Query   | HRIDC Response  |
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| 71.                             | General, Drawing & Design     |                    | Whether drawing provided in tender are final drawings? Whether work can be started on these drawings or approval of Zonal/divisional railway is required?  | Work can be started based on uploaded drawings. However, approval is in process and expected to be completed before awarding of work to the Contractor.<br>Further, work has to be carried out by the Contractor as per approved drawings including any modification/alteration if any, later on.   |
| 72.                             | General, Infringement removal |                    | As you said that Infringement (Cables) shall be shifted by HRIDC. Is there any other infringement apart from cables like -underground pipeline? Overhead wires. If yes, in whose scope it will be? Also Kindly share with us the date by which all the aforesaid infringements shall be removed. | Shifting of Railway Signaling cables and OFC along the alignment shall be done by HRIDC. There seems to be no other utility shifting work involved as such. However, as per Clause 2.1.5 of Special Conditions, Contractor shall do their own survey for identification of any unforeseen underground utilities. HRIDC shall facilitate permissions from the concerned authorities. |
| 73.                             | General, Tree Cutting         |                    | As you said that all the trees coming under proposed alignment shall be cut by Forest department. Kindly share with us the date by which all the trees shall be removed from the alignment   | A method statement indicating the programme of work is to be submitted by the Contractor. Cutting and removal of trees by Forest department will be ensured commensurate with the programme of work given in method statement.  |
| <b>URC Construction (P) Ltd</b> |                               |                    |  |   |

| S. No.                      | Clause/Page No  | Clause Description  | Bidder's Query  | HRIDC Response   |
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| 74.                         | Schedule B - Non-Scheduled Item (Ref: Pg 312 of 340, in Tender Document)        | Providing, boring and casting Bored cast in situ 1200mm dia Reinforced Cement Concrete piles (As per IS specifications i.e. IS 2911 Pt. Section 2)  | We request you to kindly provide the Soil report                  | Please refer the Geotechnical report uploaded on the HRIDC website ( <a href="http://www.hridc.co.in">www.hridc.co.in</a> ).   |
| 75.                         | NS-14, Schedule B - Non-Scheduled Item (Ref: Pg 324 of 340, in Tender Document) | Supplying, Loading, leading, unloading and stacking of 65mm gauge machine crushed track ballast as per Railway standard specification as directed by Engineer-in-Charge as per Northern Railway Standard specification and special conditions including levelling & cleaning the ground before stacking, all lead, lift, ascends, descends, handling, rehandling, crossing of nalahs, streams, and humps, tracks and any type of obstructions etc., making approach road, whenever required for this work including stacking, all taxes, royalty, octroi and all other charges if any, as a complete job. | We request you to kindly provide the approved source for Ballast. | It is the Contractor's responsibility to access the source for Ballast.<br><br>As per Corrigendum No. 2 the ballast test report is not required at Tendering stage. However, the same shall be required by HRIDC at the time of supply of ballast during the execution of the project. |
| 76.                         | Part II- Financial Bid  | The rates Provided in Financial Bid is Inclusive of GST and all other Taxes   | Kindly clarify GST is 12% or 18%.                                 | For the proposed work, the GST of 12% is applicable. However, this may be confirmed by the Contractor from the concerned authorities before submission of tender.  |
| <b>Ram Kumar Contractor</b> |   |   |   |  |

| S. No.                                   | Clause/Page No                                      | Clause Description   | Bidder's Query   | HRIDC Response                        |
|--|---|--|--|---------------------------------------|
| 77.                                      | Clause 3.1.2, Pg 15, Technical Eligibility Criteria | Where, similar work means "Construction of Rail to Rail Flyover/ Railway Viaduct/ Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including sub-structure and super-structure" | For the betterment of the competition if any bidder has executed the similar type of work in other departments like National highways, State PWD etc. then those bidders should also be considered qualified.      | Please refer to response No. 1 above. |
| <b>ARSS Infrastructure Projects Ltd.</b> |   |  |  |                                       |
| 78.                                      | Clause 3.1.2, Pg 15, Technical Eligibility Criteria | Where, similar work means "Construction of Rail to Rail Flyover/ Railway Viaduct/ Railway Major bridges/ Elevated Metro Viaduct of span 12.20m or above including sub-structure and super-structure" | Kindly clarify that if the railway work of construction of roadbed including minor and major bridges facilities and General electrification composite work doubling line with 30.5 M PSC Girder meet the criteria. | Please refer to response No. 1 above. |

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