

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

(i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;

(ii) Design & Construction of viaduct from km 20.942 to km 24.844;

(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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1	FINANCIAL PART of the Tender		<p>Bidder request for further breakup of Milestone percentages after the award of work so as to receive monthly payments in order to maintain cash flow.</p> <p>For example, under Milestones of Cost Centre 'CV'- Viaduct CV.1.3.1, it is stated that 26% payment on completion of steel girder including launching in position. The payment provision may be further sub-divided into (i) Receipt of material : 40%, (ii) Fabrication of girder and transportation to site: 25%, (iii) Erection/launching and completion of all other balance works: 35%</p>	
2	GAD		We request you to kindly provide the Auto cad file drawing of the GAD and the center line co-ordinates of proposed alignment.	Tender conditions remain unchanged.
3	Cl. 14.5 of GC & Contract Data- Plant and Materials Pg. 6	Plant and Materials for payment when delivered to the Site: Reinforcement Steel	Bidder requests Employer to provide the advance payment against other Plant & Materials along with Reinforcement Steel when delivered at site.	Tender conditions remain unchanged.
4	Clause 4.2 of GC & Contract Data- Performance Security Pg. 9	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. Demand guarantee for the Performance Security shall be in the form as specified in Sub-Clause 4.2, Part B Specific Provisions, PCC.	Bidder request Employer to reduce the amount of Performance Security to "3% of the Accepted Contract Amount" as per the standard practice in Construction industry and adopted by other government agencies.	Tender conditions remain unchanged.
5	Bonus		Bidder request Employer to introduce bonus clause. In the event the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus being a standard practice in the construction industry.	Tender conditions remain unchanged.
6	General		Bidder request Employer to provide the status of land acquisition for the project.	Refer Sub-Clause 2.1 of Part A Contract Data, Section IX - Particular Conditions of Contract, Part 3 of Tender Document.
7	General		Being a Design & Build Contract, Bidder understand that it is allow to adopt its own design for Foundation & other allied works.	Tender documents are self explanatory.
8	Clause 14.3 (iii) of Contract Data		Bidder request Employer to allow submission of upfront BG against Retention Money or deduction of Retention Money @ 5% from each IPC.	Tender conditions remain unchanged.

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9	Clause 6.5 of Contract Data & PCC Pg. 9, 34	The Contractor, if required, shall take approval of Engineer for carrying out work during night hours or in shift. Normal working hours : From 8:00 AM to 5:00 PM	Bidder requests the Employer to allow the Contractor to work round the clock or in shifts.	Refer Sub-Clause 6.5 of Part B - Specific Provisions, Section IX - PCC, Part 3 of Tender Document.
10	Delay Damages payable for each week of delay or part thereof, Clause 8.8, Pg. 10		Bidder requests the Employer to impose delay damages on the amount of incomplete works and not Accepted Contract Amount, less Provisional Sum	Tender conditions remain unchanged.
11	Clause 13.4 (b) (ii) of Contract Data, Pg. 10	Percentage rate to be applied to Provisional Sums for overhead charges and profit- 5%	Bidder requests the Employer to increase the Percentage rate to be applied to Provisional Sums for overhead charges and profit to 15%.	Tender conditions remain unchanged.
12	Clause 17.2 (d) & 19.2.1 (iv) of Contract data. Pg. 12		Earthquake, Floods, rain, wind/storm are Exceptional Events and bidder request for modification of relevant clauses.	Tender conditions remain unchanged.
13	General	Employer's Requirements	Do box culvert (minor bridges have to be provided with approach slab?	Refer Sub-Clause 2.7 h) of Section VII-5: ODS-Civil & BLT
14	General	General Arrangement Drawings	Ground levels in GAD are given probably along the center line. Can we have GL at 20m LHS and RHS of the center line?	Tender documents are self explanatory.
15	General	General Arrangement Drawings	Can we get the CAD files of the alignment drawings?	Tender conditions remain unchanged.
16	General	General Arrangement Drawings (Stations)	Is bidder free to adopt foundation type for stations?	Refer Sub-Clause 5.4.4 of Section VII-5:ODS (Civil &BLT), Part 2- Employer's Requirements of Tender Document
17	General	General Arrangement Drawings (Stations)	Please mention subway length for IMT Sohna station.	Tender drawings are self explanatory.
18	General	General Arrangement Drawings (Minor Bridges)	Is soil replacement necessary for minor bridges, as shown in tender drawings?	Refer Sub-Clause 4.2.5 (iv) of Section VII-5:ODS (Civil &BLT), Part 2- Employer's Requirments of Tender Document.
19	General	General Arrangement Drawings (Minor Bridges)	Is it mandatory to provide shear keys in box type minor bridges?	Tender drawings are self explanatory.
20	General	General Arrangement Drawings (Minor Bridges)	Is it mandatory to provide 150mm wearing course inside the box, considering it is not for vehicles?	Refer Sub-Clause 4.3, e), (ii) of Section VII-5:ODS (Civil &BLT), Part 2- Employer's Requirments of Tender Document.

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21	Section III – Evaluation and Qualification Criteria Cl. 4 (v) Table 2: Key Equipment, Pg. no. 72	S. No. 1 – Hydraulic Piling Rig – 10 Nos.	The 10 nos. of Hydraulic Piling Rig is on higher side for only 4km of viaduct. It is requested to reduce the numbers of piling rig to 08 nos.	Tender conditions remain unchanged.																											
22	Section VII 4: Employer’s Requirement Attachment C4- Minimum Resources Proposed for the project – Plants & Equipment.	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Types of Equipment Required for the Work</th> <th>Minimum No. of Unit of Equipment Required for the Work</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Vibratory Roller (10 T)</td> <td>4</td> </tr> <tr> <td>2.</td> <td>Pugmil/Crusher(200MT/hr)</td> <td>1</td> </tr> <tr> <td>3.</td> <td>Concrete Batching Plant</td> <td>2 (Combined. capacity of 2 batching plant minimum 90 cum/hr.)</td> </tr> <tr> <td>4.</td> <td>Concrete Boom Placer</td> <td>2</td> </tr> <tr> <td>5.</td> <td>Stationary Concrete Pumps (36 cum/hr)</td> <td>2</td> </tr> <tr> <td>6.</td> <td>Survey Instruments (Total Station)</td> <td>2</td> </tr> <tr> <td>7.</td> <td>Lab Testing equipment- fully equipped for site tests.</td> <td>As per Appendix 12 of Section VII-9: Appendices, Part 2- Employer’s Requirements</td> </tr> <tr> <td>8.</td> <td>Digital Level (Leica, Sokia)</td> <td>3</td> </tr> </tbody> </table>	S. No.	Types of Equipment Required for the Work	Minimum No. of Unit of Equipment Required for the Work	1.	Vibratory Roller (10 T)	4	2.	Pugmil/Crusher(200MT/hr)	1	3.	Concrete Batching Plant	2 (Combined. capacity of 2 batching plant minimum 90 cum/hr.)	4.	Concrete Boom Placer	2	5.	Stationary Concrete Pumps (36 cum/hr)	2	6.	Survey Instruments (Total Station)	2	7.	Lab Testing equipment- fully equipped for site tests.	As per Appendix 12 of Section VII-9: Appendices, Part 2- Employer’s Requirements	8.	Digital Level (Leica, Sokia)	3	As per the quantum of work, it is requested to modify the minimum proposed lists as under, Sr. No. 4 – Concrete Boom Placer – 2 1 no. Sr. No. 5 – Concrete Pumps – 2 3 no. Kindly consider the same.	Tender conditions remain unchanged.
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23	Section IX PCC Contract Data A, Cl. 1 (GCC Cl. 1.1.27) Defect Notification Period, Pg. no 7	i.365 days calculated from the date of issue of Taking-Over Certificate for the Works or for part of the Works other than BLT work ii.1095 days calculated from the date of issue of Taking-Over Certificate for BLT works	It is requested to modify the clause as under, i.365 days calculated from the date of issue of Taking-Over Certificate for the Works or for part of the Works other than including BLT work ii. 1095 days calculated from the date of issue of Taking-Over Certificate for BLT works	Tender conditions remain unchanged.																											
24	Section IX PCC Contract Data A, Cl. 31 (GCC Cl. 14.2) Total Advance payment, Pg. no 11	05% of the Accepted Contract Amount less Provisional Sum payable in the currencies and proportions in which the Accepted Contract Amount is payable. The advance payment shall be released against Advance Bank Guarantee in two equal instalments, each of two and half percent (2.5%), of the Accepted Contract Amount less Provisional Sum.	Request you to modify the clause as under, 05% 10% of the Accepted Contract Amount less Provisional Sum payable in the currencies and proportions in which the Accepted Contract Amount is payable. The advance payment shall be released against Advance Bank Guarantee in two equal instalments, each of two and half percent (2.5% 5%), of the Accepted Contract Amount less Provisional Sum.	Tender conditions remain unchanged.																											
25	Section IX PCC Contract Data A, Cl. 33 (GCC Cl. 14.3 (iii)) Percentage of Retention, Pg. no 11	10%	The retention of 10% of each IPC is quite on higher side compared to various other railway / metro tender. It is requested to reduce the retention to 6% of each IPC.	Tender conditions remain unchanged.																											

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26	Section IX Part B Specific Provisions Sub Cl. 13.2 Value Engineering, Pg. no 43	Not applicable	In order to accelerate the work and improve the efficiency in terms of value and cost benefitting the Employer, we request you to reinstate the GCC Clause 13.2 Value Engineering.	Tender conditions remain unchanged.
27	Section IX Part B Specific Provisions Sub Cl. 14.9 Release of Retention Money Pg. no 60	Unless otherwise stated in the Contract, when the Taking Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions of Contract or in another form approved by the Employer for the second half of the Retention Money. The Contractor shall submit unconditional and irrevocable Bank Guarantee from the specified banks in the form appearing in Section X.	Request you to modify and consider the following, Option 1 - One time BG in the first interim payment itself keeping the validity up to Taking Over Certificate. Or Option 2 – The Contractor shall be entitled to submit BGs maximum in 6 tranches having validity up to Taking Over Certificate.	Tender conditions remain unchanged.
28	Section VII-8 Tender Drawings		Kindly provide AutoCAD drawing of plan and L-section, GADs of structures and other drawings.	Tender conditions remain unchanged.
29	General	KMZ file is not provided	Kindly provide the KMZ files.	KMZ file is available on HRIDC website
30	General	Service Roads	The bidder requests to provide the details of the service road connecting to stations for assessment of the length & junction improvements.	Refer Clause 2.5 of Section VIII-GCC (FIDIC Yellow Book, Second Edition 2017), Part 3 of Tender Document.
31	'DESIGN SUBMISSIONS - REVIEW PROCEDURES' clause 8 of Section VII-3: Employer's Requirements– Design (Civil & BLT)	The clause states that "Submissions of Design Data shall be made and reviewed by the Engineer. The form and detail of the review shall be as determined by the Engineer"	Please specify the time required for Engineer to review & approve the various design submittals.	Refer Sub-Clause 5.2.2 of Section VIII-GCC (FIDIC Yellow Book, Second Edition 2017), Part 3 of Tender Document.
32	Clause 4.2.1-iii, Clause 4.2.3-iv, Clause 4.3-b(viii), Clause 4.3-c(xv) of Section VII-5: Employer's Requirements -Outline Design Specifications (ODS) – Civil & BLT	The clause is specifying to use Spherical bearings for Viaduct, Open Web Girder Bridges, Composite plate girder bridges	We understand that based on the structural design requirement, contractor can change the type of bearings to any other types. Please confirm.	Tender documents are self explanatory.
33	Clause 4.2.4 of Section VII-5: Employer's Requirements -Outline Design Specifications (ODS) – Civil & BLT	The design scope of bridge elements is not mentioning superstructure for PSC U-Girders.	We understand contractor need not design for PSC U girders and standard RDSO drawing must be followed. Please confirm.	Refer Sub-Clause 4.3 (d) (i) of Section VII-5: ODS(Civil & BLT), Part 2 of Tender Document.

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34	Clause 4.3-a(i) and Clause 4.3-c(i) of Section VII-5: Employer's Requirements -Outline Design Specifications (ODS) – Civil & BLT	Clause 4.3-a(i) is specifying that use of standard length of girder as per RDSO sections is must. Also, sections of various components of superstructure adopted shall not be less than the sections adopted in the corresponding RDSO standard drawing. And Clause 4.3-c(i) is specifying that for open web girder bridges, The weight of the steel structure shall not be less than that of corresponding standard RDSO OWG for "25t Loading-2008	We understand contractor is allowed to adopt span lengths and structural members based on design requirements. Please confirm.	Tender documents are self explanatory.
35	Section VII-2 Employers Requirement – Functional Cl. 2.1.30, Pg. no. 9	a)For batching plants, field quality control laboratories, site offices and other activities (excluding labour camps), land total measuring approx. 20,000 Sq. m will be made available at multiple locations between km 0 to km 12.00 and km 18.00 to km 24.84 by the Employer on 'as is where is basis' free of cost.	In addition to 20,000 sq. m of land, we request you to provide approx. 25,000 sq. m of extra land for steel girder assembly yard free of cost.	Tender conditions remain unchanged.
36	Appendix A to Financial Part: Schedule of Adjustment Data Page no 6		Escalation:- For TMT steel RINL indices to be followed, but RINL is not publishing the indices? We request you to base rate of SAIL to be followed? Kindly clarify.	Tender documents are self explanatory.
37	General		What is the current status of land acquisition including the compensation to land owners.	Refer Sub-Clause 2.1 of Part A Contract Data, Section IX - Particular Conditions of Contract, Part 3 of Tender Document.
38	General		Kindly upload the KMZ file.	KMZ File is uploaded on HRIDC Webiste
39	Section X – Contract Forms Performance Security Page no 87	This guarantee shall expire, no later than the Day of, 2...2, and any demand for payment under it must be received by us at this office indicated above on or before that date. 2 Insert the date twenty-eight days after the expected completion dateas described in GC Clause 11.9. The Employer should note that in the event of an extension of thisdate for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."	Kindly Confirm the Performance Security Vlidity of peromance Security whether it is (1095+365+ 28) Days or (1095+1095+28)Days	Refer Sub-Clause 4.2 of Part B - Specific Provisions, Section IX - PCC, Part 3 of Tender Document.

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40	PCC Clause No 1	Defects Notification Period (i) 365 days calculated from the date of issue of Taking-Over Certificate for the Works or for part of the Works other than BLT work (ii) 1095 days calculated from the date of issue of Taking-Over Certificate for BLT works		
41	Section IV. Tender Forms Form FIN-3.3.1 /Form FIN-3.3.2/Form FIN-3.3.3 /Form FIN-3.3.4:		We envisaged that we can certify all the certificate from any Practicing Chartered Accountant	Tender documents are self explanatory.
42	7.2 of Section I [Instruction to Tenderers, Pg. No. 9] 7.2 of Section II [TDS, Pg. No. 33]	7.2 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. The costs of visiting the Site shall be at the Tenderer's own expense. ITT 7.2 Add the following at the end of Para 7.2: The Tenderer must obtain for themselves information related to site conditions, traffic, location, surroundings, climate, hydrology, meteorological conditions, weather data, availability of power, water, other utilities cumulative for construction, access and approach roads to the Site, handling and storage of materials, Waste disposal, applicable laws and regulations and any other matter considered relevant and necessary by them required for submitting their Tender and performance of all of its obligations in accordance with the requirements of Tender Documents.	The Bidder recommends for the exclusion of these clause.	Tender conditions remain unchanged.
43	11, [Co-ordination with interfacing Contractors] of Section VII [ER 1 General], Pg.16	The cut-off dates to be identified in the IMP are the latest dates. Any claim of additional costs by the Interfacing Contractors as a result of the Contractor's failure in adhering to these dates shall be borne by the Contractor.	The bidder understands that the Interface Management Plan (IMP) will incorporate a detailed procedure for information flow with timeframe. "For the reasons solely attributable to the Contractor" may be added after as a result of contractor's failure in adhering to these dates. In addition to this the following provision is suggested to be incorporated in the clause stating that the Contractor shall be entitled to a reasonable extension of time and the associated costs, including a reasonable profit, in the event of any delays or damages arising from the activities of Interfacing Contractors and interfacing works.	Tender conditions remain unchanged.

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44	2.1.26 (i) of Section VIII [ER 2 Functional], Pg 8	Results of sub-surface investigations conducted at project site are enclosed with the Tender document. This information about the soil and sub-soil water conditions is being made available to the Contractor in good faith and the Contractor shall have to obtain the details of sub-soil parameters independently. It is brought out here that bore holes could not be drilled at locations of all the piers and abutments of Br. No. 106 over NH-48 due to standing water in Annexure- F-2 of these Employer's Requirements (Functional-Civil). The Contractor shall drill these bore holes on his own and determine geotechnical parameters required for design of structures located in that area. No claim whatsoever on account of any discrepancy about the soil parameters and sub soil water conditions that may be actually encountered at the time of execution of the work and those given in these Tender Documents shall be admissible to the Contractor under any circumstances.	Thoroughly assessing the project site and related factors in a manner it is mentioned in the clause within the limited timeframe may be a challenge for any prudent bidder. A request is submitted for the exclusion of Clause 2.1.26 (i). The Contractor should be entitled to both time and cost adjustments for alterations in site conditions and situations that could not reasonably be foreseen during the bidding stage.	Tender conditions remain unchanged.
45	2.8 [Alignment of Tracks] of Section VIII [ER 2 Functional], Pg 11	a) The alignment shall be as shown in the Tender drawings. The alignment has been developed by the Employer to meet operational and technical criteria. The Contractor is not required to evaluate the alignment for compliance with these criteria but shall review it with respect to his own design and construction proposals and shall satisfy himself that it suites to the available land width and there is no conflict with the clearances at proposed structures. b) The Contractor is permitted to propose minor deviations in alignment to suit his construction proposals, but he must demonstrate that any such deviations shall comply with good design practice and the alignment requirement of the Design Criteria. Such deviations shall require prior approval of the Employer subject to following conditions:	The bidder understands that any major change in the alignment, if necessary, for circumstances not envisaged, beyond the control of the Control or for any site constraints shall be treated as a variation as per Clause 13.1 of the Contract.	Tender documents are self explanatory.
46	2.13 [CRS Inspection] of Section VIII [ER 2 Functional], Pg 12.	The Contractor shall note that the Commissioner for Railway Safety (CRS) will inspect the Works from time to time for the purpose of determining whether the HORC Project complies with the terms of operational and infrastructural safety in accordance with the Laws of India. The Contractor shall note that CRS approval is mandatory for commissioning the system. Notwithstanding other provisions of the Contract, the Contractor shall ensure that the Works comply with the requirements of CRS in terms of construction to the drawings and shall make all necessary arrangements and assist the representatives of the Employer and CRS in carrying out their inspection duties and also comply with their instructions regarding rectifying any defects and making good any deficiencies. Contractor shall prepare and make available all drawings, documents, sketches, photographs etc. as required for submission of application for inspection of CRS as instructed by the Engineer.	The bidder understands that the Contractor shall be entitled to additional time and cost for adherence to any supplementary directives from CRS that fall beyond the Contractor's defined scope or were not anticipated	Tender conditions remain unchanged.

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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
47	2.14 [Standards] of Section VIII [ER 2 Functional], Pg 12.	<p>Equipment, materials and systems shall be designed, manufactured and tested in accordance with the latest issue of National and/or International codes and standards. The Contractor shall submit hard copies in original to the Engineer of all codes and standards used for the work.</p> <p>Reference to standards or to materials and equipment of a particular manufacturer shall be regarded as followed by the words "or equivalent". The Contractor may propose alternative standard materials, or equipment that shall be equal to or better than those specified. If the Contractor for any reason proposes alternatives to or deviations from the specified standards, or desires to use materials or equipment not covered by the specified standards, the Contractor shall apply for the consent of the Engineer. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment in the English language. The decision of the Engineer in the matter of quality will be final</p>	The bidder understands that the Contractor can use its own design for superstructure, and it is not mandatory to adopt RDSO standards and specification. Please clarify.	Refer Sub-Clause 4.3 of Section VII-5:ODS (Civil & BLT), Part 2- Employer's Requirements of Tender Document.
48	2.1 [Utilities] of Section VIII [ER 4 Construction (Civil)], Pg 2.	Refer Employer's Requirements – Functional and Appendix-10 of Section VII-9: Appendices, Employer Requirements.	The bidder understands that the charted utilities outlined in the Employer's Requirements may be affected due to the execution of the works . Additionally, the contractor may come across some underground uncharted utilities during the execution stage. Therefore, the tenderer requests clarification on the reimbursement modalities for costs incurred by the contractor in the event of necessitated relocation or installation of new utilities	Refer Sub-Clause 10.46.9 of Appendix - 10 of Section VII-9-Appendices, Part 2-Employer's Requirements of Tender Document.
49	7 [Restoration of area disturbed by Contractors] of Section VIII [ER 4 Construction (Civil)], Pg 6 & 7.	<p>Unless otherwise directed by the Engineer, any areas disturbed by the construction activity, either inside or outside the Project Right of Way, shall be reinstated as follows:</p> <p>All areas affected by the construction work shall be reinstated to their original condition, with new materials, including but not necessarily limited to, sidewalks, parking lots, access roads, roads, adjacent roads properties, footpath, kerb stone, boundary wall, grill, fencing, grill, any type of structures (underground & above ground), bore well, horticulture and landscaping. Grass cover shall be provided for any bare earth surface areas, along with proper provisions for surface drainage.</p>	The Tenderer understand that Contractor shall not be responsible for restoration of areas which are not disturbed on account of Contractors works or solely for reasons attributable to the Contractor.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

- (i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;**
- (ii) Design & Construction of viaduct from km 20.942 to km 24.844;**
- (iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and**
- (iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.**

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
50	1.17 [Inspections & Audit by the Bank] of Section IX [PCC], Pg 18.	“The Contractor shall permit and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, tender submission, proposal submission, and contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank.”	The Bidder requests for exclusion of Sub Clause 1.17 added after Sub Clause 1.16.	Tender conditions remain unchanged.
51	4.10 [Use of Site Data] of Section IX [PCC], Pg 27.	Add at the end of paragraph 1 of Sub-Clause 4.10. “Accordingly, the Contractor shall have no claim in this regard.” In paragraph 2 of Sub-Clause 4.10. Delete the words “To the extent which was practicable (taking account of cost and time)”. Start the word “the” with a capital letter. Delete “To the same extent” from the fourth line and Start the word “the” with a capital letter. Add following (f) after existing Sub-Clause 4.10 (e) as under: “(f) damage to property adjacent to the Site and the risk of injury to the occupiers of such property due to execution of the Works.” The following is added at the end of the Sub-Clause: The Geotechnical and other related data provided by the Employer are based on the investigation conducted by the Employer/Engineer and are for reference purposes only. The Contractor shall conduct further investigations if considered necessary by him at his own cost and should satisfy himself with the data furnished and make his own investigations if required for submitting his offer. Financial cost incurred due to any change in design or construction methodology later during execution on account of change in Geotechnical and other related data provided by the Employer shall be borne by the Contractor.	The Bidder requests to retain Sub-Clause 4.18 as available under “Plant and Design-Build” 2017 of FIDIC.	Tender conditions remain unchanged.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HARC project between stations Prithla and Dhulawat for:

- (i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;**
- (ii) Design & Construction of viaduct from km 20.942 to km 24.844;**
- (iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and**
- (iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.**

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
52	4.18 [Protection of the Environment] of Section IX PCC, Pg. 28.	<p>Sub-Clause 4.18 Protection of the Environment is replaced with: “The Contractor shall take all necessary measures to:</p> <p>(a) protect the environment (both on and off the Site); and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.</p> <p>The Contractor shall comply with the Environmental and Social Management Plan, the Code of Conduct, and the Guidelines on Gender Based Violence as given in Appendix 13 (ESHS Manual), Section VII-9: Appendices, Part 2, Employer’s Requirements.”</p>	<p>The Bidder requests to retain Sub-Clause 4.18 as available under “Plant and Design-Build” 2017 of FIDIC.</p> <p>The bidder understands that the Contractor shall be entitled for additional time and cost for complying with any additional instruction from Engineer which was beyond the scope and / or beyond the control of the Contractor.</p>	<p>Tender conditions remain unchanged.</p> <p>Tender documents are self explanatory.</p>
53	4.23 [Archaeological and Geological Findings] of Section IX PCC, Pg. 30.	<p>The first paragraph is replaced with the following: “All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <p>(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings.</p> <p>(b) train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and</p> <p>(c) implement any other action consistent with the requirements of the Employer’s Requirements and relevant Laws.”</p>	<p>The bidder understands that the Contractor shall be entitled for additional time and cost in case of such event of Archaeological and Geological Findings and for complying with any additional requirements which are beyond the scope and / or beyond the control of the Contractor.</p>	<p>Tender documents are self explanatory.</p>

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

(i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;

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(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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
54	4.24.4 [Obtaining natural resource materials in relation to supplier] of Section IX PCC, Pg. 31.	The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches. If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.	Securing such compliance may pose a challenge for any contractor. The bidders seek further elucidation on the requirements and also request the provision of a list of suppliers currently adhering to these requirements in ongoing projects	Tender conditions remain unchanged.
55	5.1 [General Design Obligations] of Section IX PCC, Pg. 32.	Add the following at the end of Sub-Clause 5.1 The Contractor shall furnish Contractor's Warranty in the in the form included in Section X [Contract Forms]. "All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [After Termination]	The bidder requests for the exclusion of sub paragraph added at the end of Sub Clause 5.1.	Tender conditions remain unchanged.
56	6.2 [Rates of Wages and Conditions of Labour] of Section IX PCC, Pg. 33 and 34.	The following paragraphs are added at the end of the Sub-Clause: "The Contractor shall inform the Contractor's Personnel about: (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer's Requirements; and The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of applicable Laws. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor including his amount of Performance Security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. For the avoidance of any doubt, the Contractor shall be responsible for payment of applicable cess and making timely filings under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996."	The Bidder requests for the exclusion of sub paragraph added at the end of Sub Clause 6.2.	Tender conditions remain unchanged.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

(i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;

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(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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
57	6.5 [Working Hours] of Section IX PCC, Pg. 34.	<p>The following paras are inserted at the end of the Sub-Clause: The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirements." The Contractor, if required, shall take approval of Engineer for carrying out work during night hours or in shifts subject to compliance with applicable Laws and shall be responsible for all necessary safety arrangements with respect to the work being undertaken. However, the Contractor shall not be entitled to any claim for an increase in rates or any additional cost and the same shall be deemed to be included in the Contract Price.</p>	<p>The Bidder understands that, in the event that, the contractor is compelled to carry out works in night hours or in shifts upon the instruction of the Engineer/ Employer to commission part sections or for other reasons attributable to the Engineer/Employer other than to catchup Contractor's own planned progress, the contractor shall be entitled to additional time and compensation in accordance with the contractual provisions for such acceleration.</p>	<p>Tender documents are self explanatory.</p>
58	7.3 [Inspection] of Section IX PCC, Pg. 40.	<p>The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)" The following is added as (b) (iv): "(iv) carryout environmental and social audit, and"</p>	<p>The bidder requests that the inspection be confined to Employer's Personnel, Bank staff, and individuals authorized exclusively by the Employer. This restriction is sought to prevent unwarranted hindrances and disruptions during the course of the works.</p>	<p>Tender conditions remain unchanged.</p>
59	8.8 [Delay Damages] of Section IX PCC, Pg. 42 and Contract Data page 10.	<p>Replace the entire Sub-Clause 8.8 with the following: Time is the essence of the contract and if the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 20.1 Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be charged for every week of delay or part thereof which shall elapse between the Time for Completion and actual Date of Completion of the Works. Delay damages for not achieving Key Dates stated in Appendix 2 Section VII-9, Part 2 of the Employer's Requirements, shall be the sum stated in the Contract Data. The Delay Damages recovered corresponding to any key date will be provisional and would be refunded by the Employer on achievement of subsequent key date on time. Delay Damages payable for each week of delay or part thereof .0.15% of the Accepted Contract Amount, less Provisional Sum in the currencies and proportions in which the Contract Price is payable for each week or part thereof which shall elapse between the Time for Completion and actual Date of Completion of the Works. Delay Damages for not achieving Key Dates shall be levied as given in Appendix 2, Section VII-9, Part 2- Employer's Requirements for each week or part thereof which shall elapse between the relevant Key Date and actual date of achieving Key Date.</p>	<p>The tenderer requests the preservation of Sub-Clause 8.8 as stipulated in the "Plant and Design-Build" 2017 edition of FIDIC. Furthermore, the bidder suggests for the restriction of the damage associated with delays in meeting Key Dates to 0.01% of the Performance Guarantee, with an overarching limitation on the total liability for penalties set at 2% of the accepted contract amount. Additionally, the bidder understands that the Contractor shall not be subject to any delay damage notice during the pendency of any further interim EOT application for Engineer's determination.</p>	<p>Tender conditions remain unchanged.</p>

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HOCR project between stations Prithla and Dhulawat for:

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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
60	13.2 [Value Engineering] of Section IX PCC, Pg. 43.	Not applicable	Tenderer request to retain Sub-Clause 13.2 as available under "Plant and Design-Build" 2017 of FIDIC	Tender conditions remain unchanged.
61	13.6 [Adjustments for Changes in Laws] IX PCC page 50.	The following paragraph is added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."	The bidder understands that solely those delays shall not be considered whose complete impact have already been accounted and addressed fully by the Engineer in its determination. This does not apply to those delays whose effects are yet to be accounted fully by the Engineer in its determination.	Tender documents are self explanatory.
62	16.2.2 [Termination] IX PCC page 63.	The following is added at the end of Sub-Clause 16.2.2: "In the event the Bank suspends the loan from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice."	The bidder understands the Contractor shall also be entitled for actual costs and losses incurred due to such termination other than the financing charges.	Tender documents are self explanatory.
63	17.4 [Indemnities by the Contractor] IX PCC page 64.	Replace the sub-paragraph 17.4(b) (i) of Sub-Clause 17.4 with the following: (i) arises out of or in the course of or by reason of the design, execution, completion and the remedying of any defects of the Works, and	The bidder understands that the Contractor shall be liable only if such third-party claims, damages, losses and expenses (including legal fees and expenses) arises on account of Contractor's defaults and not under any other circumstances.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

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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
64	21.6 [Arbitration] IX PCC pages 62 to 67.	<p>This clause stands amended and restated in its entirety as follows: 21.6.1 Disputes shall be settled by arbitration in accordance with the following provisions: (A) In case of the Contractor or the Lead member of the Contractor (in the case of a Joint Venture or Consortium) being of foreign origin If the efforts to resolve all or any of the disputes through amicable settlement fails, then such disputes or differences, whatsoever arising between the parties, arising out of the Contract or relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: </p> <p>(B) In case of the Contractor or the Lead member of the Contractor (in the case of a Joint Venture or Consortium) being of Indian origin If the efforts to resolve all or any of the disputes through amicable settlement fail, then such disputes or differences, whatsoever arising between the parties, arising out of the Contract or relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: (a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director of the Employer (MD/HRIDC). (b) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. Further, it is agreed between the parties as under: Number of Arbitrators - The Arbitral tribunal shall consist of: (i) Sole Arbitrator (or)</p>	<p>In terms of the Arbitration and Conciliation Act, Arbitrator should be independent or impartial. The Tenderer therefore request to delete and replace part (B) [In case of the Contractor or the Lead member of the Contractor (in the case of a Joint Venture or Consortium) being of Indian origin] of the amended and restated Clause 21.6. The Tenderer suggests the arbitration for part (B) of Clause 21.6.1 to be carried out on Ad-hoc basis by a board of Arbitrators comprising of three members, each party to nominate one Arbitrator and the nominated Arbitrators shall appoint the Presiding Arbitrator. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act 1996 and modifications thereof.</p>	<p>Tender conditions remain unchanged.</p>

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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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
		<p>(ii) 3 (three) arbitrators 1. Procedure for Appointment of Arbitrators The arbitrators shall be appointed as per following procedure: (i) In case of Sole Arbitrator: Within 30 days from the day when a written and valid demand for Arbitration is received by MD/HRIDC, the Employer will forward a panel of 03(three) names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request by the Employer, then MD/HRIDC shall appoint any one Arbitrator from the panel of Arbitrators as sole Arbitrator. (ii) In case of 03 Arbitrators: a) Within 30 days from the day when a written and valid demand for Arbitration is received by MD/HRIDC, the Employer will forward a panel of not fewer than five (05) nominees to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the arbitrators within 30 days of dispatch of the request by the Employer.</p> <p>b) The Employer will decide the second Arbitrator. MD/HRIDC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of the request of the Employer, MD/HRIDC shall nominate both the Arbitrators from the panel. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by the Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by the MD/HRIDC within 14 days of receipt of request from either party or both parties.</p>		

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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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
65	13.3.1 [Variation by Instruction] Section -IX PCC pages 43.	Following is added to GC Clause 13.3.1 Variation in the accepted Contract Amount & deriving rates of new items A. The quantities of items shown in Price Schedule 'B', Schedule 'C' and Schedule 'D' are approximate and are liable to vary during the actual execution of the work. Some items may have to be added or deleted. The Contractor shall be bound to carry out and complete the stipulated Work as instructed by the Engineer, irrespective of the magnitude of variations including additions or deletion in the Price Schedule.	The Bidder requests an amendment to the clause by imposing a cap on negative variation. It is imperative that the provision not remain open-ended. The removal of one of the strategic items from the scope has the potential to significantly impact the financial viability of the Contractor.	Tender conditions remain unchanged.
66	13.3.1 [Variation by Instruction] Section -IX PCC pages 43.	Price Schedule 'B' having items rates with quantities: a) At the accepted rates of the Contract for Positive variation in quantities of items to the extent of 50%. In case of variation in quantities on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities. For the purpose of variation for quantity of items of all types of cement given in Schedule 'B' shall be considered as on item. b) In case the Variation in individual items (except for items under Para c), below) as stipulated above: is more than 50% on plus side, the rate for the varied quantity beyond 50% shall be negotiated between the Engineer and the Contractor as per para (d) below before execution of the extra quantity.	A contractual arrangement that imposes a 50% cap on positive variation while allowing for unlimited negative variation appears both contractually illogical and financially impractical. The Bidder requests a revision of the capping mechanism, proposing a 10% cap for both positive and negative variations.	Tender conditions remain unchanged.
67	13.3.1 [Variation by Instruction] Section -IX PCC pages 43.	(I) Price Schedule 'A' a) No variation shall be paid under Schedule 'A' unless Scope of the Works under Schedule 'A' changes. b) For any variation in the Scope of the Works in Schedule 'A', cost of additional quantities/items shall be worked out based on the accepted rates of items provided in Schedule 'B' or based on the rates derived by the Engineer as stated in (c) below.	The bidder understands that while paying variations for any items in Schedule-A the accepted rates of that particular items provided as per schedule -B or Schedule-C or Schedule-D are adjusted to the current price level.	Tender documents are self explanatory.
68	Sub-Clause 4.23 Archaeological and Geological Findings of Section IX - Particular Conditions of Contract (PCC)	All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer	please furnish detailed information regarding any religious or historical structures, specifying their sizes in square meters (SQM) and the total count of structures present.	Tender documents are self explanatory.
69	section IX Particular Conditions of Contract (PCC)Part A -	Land for formation for about 80% of the project length (main line and connectivity's) will be handed over within 7 days after the Commencement Date.	Kindly provide details regarding the current status of land acquisition, specifically the quantity of Right of Way (ROW) currently available as on date & the extent of ROW made available during the commencement stage of the project.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

(i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;

(ii) Design & Construction of viaduct from km 20.942 to km 24.844;

(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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
70	Section VII- 2 ER – Functional Clause 1.3, Pg -1	The Permanent Works shall be designed and constructed to the highest standards available using proven up-to-date good engineering practices.	The bidder understands that the up-to-date good engineering practices are the relevant clauses of the relevant codes and standards being followed in Indian Railways. Kindly confirm.	Tender documents are self explanatory.
71	Section VII- 2 ER – Functional Clause 2.8.2, Pg -11 & Clause no 2.7 (d), Section VII – 5: ER-ODS – Civil & BLT Page no: 8	The Contractor is permitted to propose minor deviations in alignment to suit his construction proposals, but he must demonstrate that any such deviations shall comply with good design practice and the alignment requirement of the Design Criteria. & Horizontal and vertical alignment has been given in the Conceptual Plan and L-Section drawings. Proposed Right of Way (ROW) has been also marked on these drawings. The Contractor should check the feasibility at site and may propose any minor modifications, if required.	The bidder understands that this being a EPC Contract, the successful bidder will have the liberty to modify the alignment design as per site requirement confirming to codal requirements. Kindly Confirm.	Tender documents are self explanatory.
72	Section VII- 2 ER – Functional Clause 2.8.2, Pg -11	The ground levels shown in Conceptual Alignment Plan & L-Section Tender drawings are based on preliminary survey. Detailed survey will have to be carried out by the Contractor for confirming and preparation of final Alignment Plan & L-Section. No cost implication shall be considered for any variation in the ground levels with respect to ground levels shown in conceptual Alignment Plan & L-Section tender drawings.	The Authority would appreciate that definitely there will be change in the ground levels from the initial feasibility study. So, the successful bidder shall carry out the fresh Topographical survey and design the horizontal and vertical alignment confirming to the relevant codal provisions. Kindly Confirm.	Tender documents are self explanatory.
73	Section VII – 5: ER-ODS – Civil & BLT Clause no 2, Page no: 6	ROW shall be taken as per conceptual Plan and L-section provided in Tender drawings.	Request to kindly provide the on -coordinate CAD files of alignment for plotting the ROW as per Tender drawings.	Tender conditions remain unchanged.
74	Section VII – 5: ER-ODS – Civil & BLT Clause no 2.2, Page no: 6	All codes & standards shall be of latest revision including all amendments & corrections.	The bidder understands that all codes & standards shall be applicable which are published before the base date i.e. date of issue of Tender. Kindly confirm.	Refer Sub-Clause 11.1 of Section VII-5:ODS (Civil & BLT), Part 2- Employer's Requirements of Tender Document.
75	General		The bidder understands that all construction works as per Tender are limited within the proposed ROW. Works beyond the proposed ROW are not part of the scope. Kindly confirm.	Refer Clause 3 of Appendix 3 of Section VII-9- Appendices, Part 2-Employer's Requirements of Tender Document.
76	Tender Drawings – Drawing Number GC-HRIDC -SK-GEN-026	CONCEPTUAL SKETCH FOR REINFORCED EARTH WALL WITH GEIGRID REINFORCEMENT	The bidder understands that the RE Wall drawing is conceptual only. The successful bidder has the liberty to design the same as per the relevant codes. Kindly confirm.	Refer Clause 7 of Section VII-5: ODS (Civil & BLT), Part 2-Employer's Requirements of Tender Document.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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(i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;

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(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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
77	Tender Drawings – Drawing Number - GC-HRIDC--C5-DRW–STN–SAD–SIL01_A0		The scope of Retaining Wall/ RE wall is not clear. Kindly specify.	Tender drawing is self explanatory.
78	Section VII 5: Employer's Requirement – ODS Civil 3.3.3	Drainage Arrangement	It appears, there are no mentions of outfall locations/chainages in the bid document. Kindly provide the same. Streamline details if any along the alignment may kindly be provided.	Tender documents are self explanatory.
79	Section IV – Tender Forms, Appendix A to Financial Part , Clause 1 Price Adjustment , Sub clause 1.2 (e) , Page 144	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; Ci = The WPI for sub-group Cement, Lime & Plaster for the average price index of the 3 months of the quarter under consideration;	Tenderer request Authority to apply WPI of "Ordinary Portland Cement" instead of "Cement, Lime & Plaster"	Tender conditions remain unchanged.
80	Part 1, Section 4, Tender Forms, Letter of Tender – Financial Part, Appendix B, Financial Part: Price Schedules, Clause 3.2, Page 154	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.	Tenderer request Authority to provide Max Cap on such change in Scope	Tender conditions remain unchanged.
81	Part 1, Section 4, Tender Forms, Appendix B, Financial Part: Price Schedules, Clause 5.2.3, Page 163-171	Stages of Payment i.e. Milestones of Cost Centre 'CE'- Earthwork and Blanketing	Cost Centre is divided into various Milestones for earthwork in formation for length of Avg 1 km. Tenderer requests Authority to pay for Item Work (earthwork in formation) for every 50m Length. Also Tenderer requests 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. (This is as per Payment Procedure of Indian Railway in various ongoing Bids)	Refer Sub-Clause 3.10 of Appendix B to Financial Part- Price Schedule of Section IV Tender Forms, Part 1 of Tender Document.
82	Part 1, Section 4, Tender Forms, Appendix B, Financial Part: Price Schedules, Clause 5.2.3, Page 163-171	Stages of Payment i.e. Milestones of Cost Centre 'CE'- Earthwork and Blanketing	Cost Centre is divided into various Milestones for Blanketing for length of Avg 1 km. Tenderer Request Authority to pay for Item Work (Blanketing) for every 50m Length, payment shall be made based on no of layers.	Refer Sub-Clause 3.10 of Appendix B to Financial Part- Price Schedule of Section IV Tender Forms, Part 1 of Tender Document.
83	Part 1, Section 4, Tender Forms, Appendix B, Financial Part: Price Schedules, Clause 5.2.3, Page 173	Milestones of Cost Centre 'CB'- for Bridges CB-2 Major Bridge	Tenderer requests Authority to pay contractor for Foundation, Substructure & Superstructure of each span instead of complete Foundation / Substructure/ Superstructure of the entire Bridge	Refer Sub-Clause 3.10 of Appendix B to Financial Part- Price Schedule of Section IV Tender Forms, Part 1 of Tender Document.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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
84	Financial Part (Clause-1.2 of Appendix-A to Financial Part), pdf Page no. 145	So = Rate of RINL for Rebar 8 mm (coil) as published on their website for the month of the Base Month; Si = Average rate of RINL for Rebar 8 mm (coil) as published on their website for the 3 months of the quarter under consideration;	RINL is publishing price list of 8 mm bar 3-5 times in a month. Please clarify rate of which date is to be adopted.	Tender documents are self explanatory.
85	ITT 7.5 Section II	The Tenderer is requested to submit any questions in writing, to reach the Employer not later than 2 days before the Pre-Tender Meeting.	Last Date for Clarification after Pre bid meeting	Last date of sending queries was extended upto 24.11.2023
86	Sub-Clause 13.3.1 Variation by Instruction, Page 43, Section -IX Contract Forms	Following is added to GC Clause 13.3.1 Variation in the accepted Contract Amount & deriving rates of new items (II) Price Schedule 'B' having items rates with quantities: b) In case the Variation in individual items (except for items under Para c), below) as stipulated above: is more than 50% on plus side, the rate for the varied quantity beyond 50% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before execution of the extra quantity.	Tenderer request the authority to restrict variation on Negative side as deletion of the one of the strategic item from scope may impact contractors profitability	Tender conditions remain unchanged.
87	Particular Conditions of Contract (PCC), Part B - Specific Provisions, Sub-Clause 13.3.1 Variation by Instruction	(II) Price Schedule 'B' having items rates with quantities: a) At the accepted rates of the Contract for Positive variation in quantities of items to the extent of 50%. In case of variation in quantities on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities. For the purpose of variation for quantity of items of all types of cement given in Schedule 'B' shall be considered as on item.	Bidder understands that the accepted rates of the Contract for Positive variation in quantities of items to the extent of 50%, such accepted rate for varied quantities, is also covered under escalation, as per Section IV – Tender Forms, Appendix A to Financial Part , Clause 1 Price Adjustment Page 126.	Tender documents are self explanatory.
88	CONTRACT KEY DATES AND COMPLETION DATE Section IX page No 3		The Last Key date given is 130 week which is 910 days. The total Project duration is 1095 .Please give Key date of remaining part	Tender conditions remain unchanged.
89	General	Various types of superstructures are specified in tender documents.	Can bidder adopt innovative alternate structure, its shape & sizes or its components, alter the span or structural configuration of structures by maintaining client requirements i.e. total span length & clearances? Please confirm.	Tender conditions remain unchanged.
90	Schedule B	Structural Drawings	Kindly confirm all structures to be provided are listed in Schedule B.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HIRC project between stations Prithla and Dhulawat for:

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- (ii) Design & Construction of viaduct from km 20.942 to km 24.844;**
- (iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and**
- (iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.**

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												
91	Section IX – PCC (Page. No 11 GCC -Sub Clause 14.2)	Total advance payment 05% of the Accepted Contract Amount Less Provisional Sum payable in the currencies and proportions in which the Accepted Contract Amount is payable. The advance payment shall be released against Advance Bank Guarantee in two equal instalments, each of two and half percent (2.5%), of the Accepted Contract Amount Less Provisional Sum.	Bidder request to change the total advance payment from 5% to 10%	Tender conditions remain unchanged.												
92	Section IX-ER-Appendix 2- APPENDIX – 2 CONTRACT KEY DATES AND COMPLETION DATE (Page.No-3)		Bidder request to delete the Delay Damages for Key Date 3 and 5 being design. <table border="1" data-bbox="1546 873 2279 1226"> <thead> <tr> <th>Key Dates</th> <th>Weeks from Commencement Date</th> <th>Description of Stage</th> <th>Delay Damage for each week of delay</th> </tr> </thead> <tbody> <tr> <td>Key Date 3</td> <td>12</td> <td>Submission and approval of Detailed Works Programme (resources & cost loaded) incorporating all comments of Engineer including 2 weeks for review by the Engineer.</td> <td>0.01% of the fixed lump sum price quoted in Schedule 'A'.</td> </tr> <tr> <td>Key Date 5</td> <td>26</td> <td>Submission and approval of Definitive Design & GFC drawings for 10 Nos. of Major Bridges, 32 Nos. of Minor Bridges and 1 km length of viaduct. (Submission may be in stages but to start NOT later than 12 weeks from Commencement Date and completed within 26 weeks)</td> <td>0.02% of the fixed lump sum price quoted in Schedule 'A'</td> </tr> </tbody> </table>	Key Dates	Weeks from Commencement Date	Description of Stage	Delay Damage for each week of delay	Key Date 3	12	Submission and approval of Detailed Works Programme (resources & cost loaded) incorporating all comments of Engineer including 2 weeks for review by the Engineer.	0.01% of the fixed lump sum price quoted in Schedule 'A'.	Key Date 5	26	Submission and approval of Definitive Design & GFC drawings for 10 Nos. of Major Bridges, 32 Nos. of Minor Bridges and 1 km length of viaduct. (Submission may be in stages but to start NOT later than 12 weeks from Commencement Date and completed within 26 weeks)	0.02% of the fixed lump sum price quoted in Schedule 'A'	Tender conditions remain unchanged.
Key Dates	Weeks from Commencement Date	Description of Stage	Delay Damage for each week of delay													
Key Date 3	12	Submission and approval of Detailed Works Programme (resources & cost loaded) incorporating all comments of Engineer including 2 weeks for review by the Engineer.	0.01% of the fixed lump sum price quoted in Schedule 'A'.													
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93	General	Various types of superstructures are specified in tender documents.	Can bidder adopt innovative alternate structure, its shape & sizes or its components, alter the span or structural configuration of structures by maintaining client requirements i.e. total span length & clearances? Please confirm.	Tender conditions remain unchanged.												
94	Schedule B	Structural Drawings	Kindly confirm all structures to be provided are listed in Schedule B.	Tender documents are self explanatory.												
95	Section VII-5, ER-ODS (Civil & BLT) 4.3 Design Requirements, a) Viaduct	i. The substructure and foundation of bridges shall be designed for DFC loading (32.5T loading) as per IRS Bridge Rules and other relevant codes. For the purpose of design of substructure and foundation, dead load of superstructure shall be taken 120% of dead load of superstructure designed for 25T loading. The substructure and foundation of bridge shall also be designed for 25T loading with double stack container.	As per technical notes provided in drawings, standard of loading for sub structure is 32.5T-2008 loading. There is mismatch in information provided in tender document & drawings. Please clarify the loading to be adopted for design of sub-structure.	Tender documents are self explanatory.												

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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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
96	New Clause		<p>Tenderer request to incorporate clause as under:</p> <p>Bonus for early completion</p> <p>In the event that the works are completed prior to the Time for Completion stipulated under the Contract including any time extension thereof, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.5% (point five per cent) of the Contract Price for each day by which the completion date precedes the Time for Completion stipulated under the Contract including any time extension thereof, but subject to a maximum of 5% (five per cent) of the Contract Price.</p>	Tender conditions remain unchanged.
97	<p>Part-1, Section-III, Evaluation and Qualification Criteria Clause No 3.4.2 (a) Specific Construction & Contract Page 61-64 of 282</p>	<p>Participation, as a Prime Contractor, Joint venture Member or Management Contractor or Sub-Contractor in at least</p> <p>(i) one “similar work” of minimum value of INR 7200.00 million or the equivalent amount in a freely convertible currency.</p> <p>“Similar work” for (i) above shall be any infrastructure work involving construction of Viaduct/Bridges and Earthwork in formation for “Railway Project”/ Road project. OR (ii) two “similar works” each of minimum value of INR 4800.00 million or the equivalent amount in a freely convertible currency. Similar work” for (ii) shall be any infrastructure work in which both the works combined together involve construction of Viaduct/ Bridges and Earthwork in formation for “Railway Project”/ Road project. OR (iii) three “similar works” each of minimum value of INR 3600 million or the equivalent amount in a freely convertible currency or more.</p> <p>“Similar work” for (iii) shall be any infrastructure work in which all the three works combined together involve construction of Viaduct/ Bridges and Earthwork in formation for “Railway Project”/ Road Project</p> <p>The Works mentioned in (i) or (ii) or (iii) above must have been successfully completed or substantially completed since 1st April 2016 till 28 days prior to deadline of Tender submission and that are similar to the proposed works.</p>	<p>We understand that for (ii), "Similar work" involves one project with Viaduct/ Bridges construction and another with Earthwork in formation for “Railway Project”/ Road project, each having a minimum value of INR 4800.00 million or the equivalent amount in a freely convertible currency, will be adequate for compliance with this clause.</p> <p>Kindly Confirm.</p>	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

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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
98	Part-1, Section-III, Evaluation and Qualification Criteria Clause No 3.4.2 (a) Specific Construction & Contract Note 9 Page 64 of 282	Substantial completion shall be based on 80% or more of the original or revised value (whichever is lower) of works completed under the contract. Completion or substantial completion of work shall be based on completion/substantial completion certificate issued by the Employer (Owner of the Work) / Concessionaire.	In most Indian metro work tenders [namely DMRC, MMRDA, MPMRCL, BMRCL etc] the clause for substantial completion is not written as " whichever is lower. " This poses challenges because, despite receiving 80% of the original contract value, factors like price variation often result in the revised contract value being higher. This makes it difficult to meet the substantial completion threshold. Therefore, we request the deletion of the highlighted bracketed term " whichever is lower " this will ensure potential bidder like us to participate.	Tender conditions remain unchanged.
99	Pg 33, C5 financial part	If owing to site conditions or any other reasons, locations of retaining walls are changed or new retaining walls are constructed or retaining walls are eliminated & normal bank is provided, the variation caused in quantity of earthwork in embankment on this account shall be payable/ recoverable under Item no. NS-4 of Schedule 'B9'	As mentioned in this clause, Variation in ithe quantities can be considered in NS item mentioned in Schedule B9, Kindly confirm at what exact percentage (Above/Below) of quantity variation will be considered on which payment will be done.	Tender documents are self explanatory.
100	Pg N0 27, C5RFPVII8B - Documents	Approved Manufacturers, The list of approved makes for products and materials is given below. Other equivalent manufacturers may also be considered with prior approval of the Engineer, if found conforming to all standards. Such requests should be made with all documents to the Engineer at least 45 days before the material is required and any order shall be placed only after receiving the written approval of the Engineer.	Kindly clarify regarding delay damages can be claimed if any materials approve make gets delayed from the approval of engineer.	Tender conditions remain unchanged.
101	Pg no8, C5 RFP Part3	In case, the Employer is not able to hand over the complete land at a few isolated locations due to any reasons within 180 days of the Commencement Date and such isolated patches do not affect the progress of work at other locations, no claims shall be accepted by the Employer for delay in handing over of such isolated patches of land. The Contractor shall plan his works taking this aspect into consideration. Notwithstanding the above, where the Contractor considers that the works are likely to be affected due to non-handover of the land at certain locations (being on the critical path), any claim for additional time and cost by the Contractor shall be supported by justifications/ calculations with respect to the latest work program, and other schedules which shall be dealt with in accordance with GCC 2.1, 20.1, 3.7 and other applicable provisions of the Contract.	As mentioned in this clause, No claims shall be accepted against delay in handing over of isolated patches of the land, Kindly clarify if claims can be considered against delay in providing major part of land area.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

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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
102	Payment terms	Supply and laying of MS Pipe	Bidder understands that payment against MS Pipe in embankment will be made on Pro rata basis. Please confirm	Tender documents are self explanatory.
103	Cl.5 RFPPART2VII1toVII7, Couplers	Only cold-forged, parallel threaded mechanical coupler system shall be used. All mechanical couplers shall be of Type 2 (or Class H as specified in IS-16172) and should be simple to install and which can be confirmed by quick visual inspection to have been correctly installed and to have achieved the required full-strength connection. Any other types of mechanical coupler systems are not permitted.	Please confirm the use of couplers in project. Bidder understands that the couplers will be used only in Viaduct portions and laps will be allowed in other structures.	Refer Clause 4, (b) of Annexure OCS 2, Reinforcement Steel of Section VII-6:OCS (Civil & BLT), Part 2 of Tender Document.
104	OUTLINE DESIGN SPECIFICATIONS- Cl:2.5 - Pg 7 Geo-technical investigation	"In case, bearing capacity assessed after drilling of Boreholes by the Contractor is less than the value shown in the Tender, the value obtained by the Contractor shall be adopted for design"	In the event that this results in additional work the same shall be payable to the contractor. Kindly confirm.	Tender documents are self explanatory.
105	OUTLINE DESIGN SPECIFICATIONS- Cl:2.7 (a) - Pg 8 General Design Requirements	"The Project entails construction of BG double-track electrified railway lines capable of handling "25t loading -2008" double stack container for maximum train speed of upto 160 km/h. The project is a feeder route to DFC also. The embankment and cutting shall be designed for "DFC loading (32.5t axle load)". Bridge and viaduct substructures shall be designed for "DFC loading (32.5t axle load)"and superstructure shall be designed for "25t loading – 2008" unless specified otherwise in the Contract."	As per the bidder's understanding, the embankment shall be designed for 25t axel and the srucures carrying the DFC loading shall be designed for 32.5T axel. Kindly confirm.	Refer Sub-Clause 3.2, a) of Section VII 5:ODS (Civil & BLT) , Part 2 - Employer's Requirements of Tender Document.
106	OUTLINE DESIGN SPECIFICATIONS- Cl:2.7 (h) Pg:9 General Design Requirements	"Backfill on approaches of Minor Bridge shall be placed in accordance with IRS Substructure Code. Approaches of Viaduct and Major Bridges (i.e. bridges having span equal to or more than 12 m) shall be provided transition system as per RDSO report GE:R-50 as shown in Sketch No. GC-HRIDC-SK-GEN-019.	As per bidder's understanding, for bridges with span less than 12m no transition systems have to be provided. Kinldy confirm.	Tender documents are self explanatory.
107	OUTLINE DESIGN SPECIFICATIONS- Cl:2.5 - Pg 7 Geo-technical investigation	"The design criteria for design of embankment/cutting slopes"	In the event that the contractor is able to prove the stability of a steeper slope through analysis. Can the contrator propose a steeper slope i.e. 1.1.75 in specific situations i.e restricted ROW etc.	Refer Sub-Clause 3.3.2, a) of Section VII 5:ODS (Civil & BLT) , Part 2 - Employer's Requirements of Tender Document.
108	OUTLINE DESIGN SPECIFICATIONS 3.3.3 (6) Drainage Arrangement	"All cast-in-situ drains shall be designed with RCC of M25 grade."	In the event that precast drains are used lower grades are permissible. Kinldy confirm.	Tender conditions remain unchanged.

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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
109	OUTLINE DESIGN SPECIFICATIONS – VIADUCT & BRIDGES CL 4.1 General	"Minimum Centre to Centre distance between two tracks shall be kept as 5.3m according to IR-SOD(BG)."	Since the route is DFC feeder for double stack container. The center to center of track requires increment. Kindly confirm.	Tender conditions remain unchanged.
110	GC-HRIDC-C5-DRW-BRD-GAD-01009_A0 (Sheet 1 of 1)	TYPICAL DETAIL OF RETURN WALL / WING WALL	The contractor can provided PCC/RCC return/wingwalls as per site condition.	Refer Sub-Clause 3.9.3 of Section VII-6: OCS (Civil & BLT), Part 2-Employer's Requirements of Tender Document.
111	GC-HRIDC-C5-DRW-BRD-GAD-01009_A0 (Sheet 1 of 1)	Note:9 - FOR PROPER DRAINAGE OF WATER,SUITABLE SLOPE TO BE PROVIDED ON TOP OF BOX SLAB.	Cross slope on the top of bottom slab of for drainage of water can be provided at the bidder's discretion.	Tender documents are self explanatory.
112	Part 2- Employer's Requirement Cl:2.2 - Scope Under BOQ Schedule - B	Scope under BOQ Item	We understand that Construction of Precast S&T Cable Trench, approach road, footpath, ramp , drain, Circulation area, RCCC longitudinal drain , Earth filling at station area (Prithla, IMT Sohna and Silani Stations) are under BOQ item. Payment shall be made based on actual executed quantity. Please confirm.	Refer Sub-Clause 1.3 of Appendix B to Financial Part- Price Schedule of Section IV Tender Forms, Part 1 of Tender Document.
113	Pg 250 S No 124	Quantity is 1022RM	Quantity of BLT is 1022 metres.	Tender documents are self explanatory.
114	Section VII 2 Page 9 Para 2.2 (d)	Construction of Ballastless track on major bridge Nos. 17, 28, 45 & 48	4 bridges have been identified for provision of BLT.	Tender documents are self explanatory.
115	Section VII 5 Page 13 Para 4.2.3	This group includes 04 Nos. of bridges (Br. Nos. 17,28,45 & 68) having steel OWG superstructure with concrete deck for providing BLT/ Ballasted track.	4 bridges mentioned in 1 (c) may have BLT or have ballasted track.	Tender documents are self explanatory.
116	Section VII- Employer's Requirements	Section VII-2: Functional 2.1.15 Design of approach road	Kindly provide, design MSA of approach road and type of pavement Andalso provide cross section details of approach road to be constructed at stations and at both side of RUBs.	Refer Sub-Clause 5.3.3 (iii) of Section VII_5:ODS (Civil & BLT) , Part 2 - Employer's Requirements of Tender Document.
117	Section VII- Employer's Requirements	3.3 Design Criteria 3.3.2 The design criteria for design of embankment/cutting slopes shall be as under, f) Ground Improvement	Kindly clarify the width and depth of ground improvements to be done in given stretches.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORE project between stations Prithla and Dhulawat for:

(i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;

(ii) Design & Construction of viaduct from km 20.942 to km 24.844;

(iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and

(iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.

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
118	Section VII- Employer's Requirements	ANNEXURE-F-3 List of items of works to be carried out at stations under Schedule 'A' 2. (b) Surfacing of platform with VDC RCC precast coping, tactile tiles, precast fencing at end platforms.	Kindly provide cross section details of platform to be constructed at Prithla station, Silani station, IMT Sohna.	Refer Section VII-8A: Tender drawings, Part 2- Employer's Requirements of Tender Document.
119	Pg. 21 of 134 Clause 5.2.2	Stages of Payment i.e., Milestones of Cost Centre 'CV'-Viaduct	Please clarify whether the payment of piles is after the completion of one group of pile for a pier/abutment or after entire foundation work of the viaduct.	Refer Clause 3.10 of Appendix B to Financial Part- Price Schedule of Section IV Tender Forms, Part 1 of Tender Document.
120		General	Please provide distance between the: -Please provide distance between the: - 1. existing track of DFCCIL and New HORE track center. 2. Two adjacent HORE Track.	Refer Alignment Plan & L-Section, Section VII-8 Tender Drawings and Documents, Part 2 of Tender Document
121	Pg. 21 of 134 Clause 5.2.2	SectionVII2:Employer's Requirements - Functional	Please provide the drawing and circulating area to be developed at all 3 stations.	Refer Tender drawings, Section VII-8 Tender Drawings and Documents, Part 2 of Tender Documents
122	C5RFPPART2VII1toVII7 Clause – 2.1.30 & Pg 33 of 526	For batching plants, field quality control laboratories, site offices and other activities (excluding labour camps), land total measuring approx. 20,000 Sq. m will be made available at multiple locations between km 0 to km 12.00 and km 18.00 to km 24.84 by the Employer on 'as is where is basis' free of cost	Since both stretches are at different locations the bidder request to provide land for batching plants, field quality control laboratories, site offices and other activities (excluding labour camps) separately in each stretch. Accordingly, the bidder request to provide Land's total measuring approx. 40,000 sq. meter to execute both stretches independently.	Tender conditions remain unchanged.
123	C5FINANCIALPART Appendix A to Financial part & Page 6 of 134	So = Rate of RINL for Rebar 8 mm (coil) as published on their website for the month of the Base Month. Si = Average rate of RINL for Rebar 8 mm (coil) as published on their website for the 3 months of the quarter under consideration;	Bidder observed that RINL not publishing Rate for 8mm Coil from March 2022. Authority is requested to change data source for price Variation.	Tender documents are self explanatory.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORC project between stations Prithla and Dhulawat for:

- (i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;**
- (ii) Design & Construction of viaduct from km 20.942 to km 24.844;**
- (iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and**
- (iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.**

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
124	C5 Financial Part Appendix B to Financial part & Page 13 of 134	Financial Part: Price Schedules - A, B, C and D	The BOQ given for General Electrical Works, Bidder understand that, as per site requirement, if any requirement goes beyond the quantities mentioned in Schedule - B, C and D, the same shall be treated as quantity variation and item rates not available in BOQ shall be treated as Change of Scope. Kindly Confirm.	Refer Sub- Clause 1.4 of Appendix B to Financial Part: Price Schedules, Section IV , Part 1 and Refer Sub-Clause 13.3.1 of Part B-Specific Provisions, Section IX-PCC, Part 3 of Tender Document.
125	C5 RFP SECTION VII 8A: TENDER DRAWINGS Page 142 of 175	Drawing No. GC-HRIDC-SK-GEN-034 Location of Signal Post for Composite Girder.	As per GAD, there is provision of S&T cable duct on viaduct. As per RDSO, there is no provision of cable duct. Please confirm whether the bidder can undertake modifications or redesign of the superstructure, which is non-RDSO standard, to accommodate the dead load of the cable duct.	Refer Sub-Clause 4.2.1 and 4.3 (a) of Section VII-5:ODS (Civil & BLT) along with Tender drawings of Viaduct, Part 2-Employer's Requirements of Tender Document.
126	C5 RFP SECTION VII 8A: TENDER DRAWINGS Page 15,16 of 175	L-Section Drawings	Kindly provide the Track Centre distance from the DFCC line to the proposed HORC line for better Assessment of Quantity.	Refer Alignment Plan & L-Section, Section VII-8 Tender Drawings and Documents, Part 2 of Tender Document
127	C5 RFP PART 2 VII9 APPENDICES Page 84 of 187	Contractor shall be responsible for relocation/diversion/shifting/modification of all charted (except specified otherwise) and uncharted utilities infringing the Works.	Bidder understands that Authority is responsible for permission required for relocation/diversion/shifting/modification of all charted and uncharted utilities infringing the Works. Kindly Confirm	Refer Sub-Clause 10.46.11 & 10.46.12 of Appendix 10 of Section VII-9-Appendices, Part 2 of Tender Document.
128	General		Bidder can propose Non- standard RDSO drawings, in case value of Cushion above box culvert is not as per RDSO standard drawing. Kindly Confirm.	Tender documents are self explanatory.
129	General		Please confirm procedure for making payment of those items which are not covered in Schedule - B / C / D.	Refer Sub-Clause 13.3.1 of Part B-Specific Provisions, Section IX-PCC, Part 3 of Tender Document.

C-5: REPLIES TO PRE-TENDER QUERIES - CATEGORY -1 - 13-12-2023

Contract Package C-5 : Composite Contract package in connection with New BG Double Railway Line of HORE project between stations Prithla and Dhulawat for:

- (i) Design and Construction of Civil Works (Earthwork, Bridges, Stations and Retaining Walls) from km -2.296 to km 12.00 & km 18.00 to km 20.942;**
- (ii) Design & Construction of viaduct from km 20.942 to km 24.844;**
- (iii) Design & Construction of Ballastless track from km 20.842 to km 24.844; and**
- (iv) Design, Supply, Installation, Testing & Commissioning of General Electrical Services from km -2.296 to km 12.00 and Km 18.00 to Km 24.844.**

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
130	General		<p>We understand that charges towards inspection by RDSO/RITES, Authority/ Authority's representative (wherever applicable) shall be in the scope of Employer.</p> <p>Kindly confirm.</p>	<p>Refer Sub-Clause 9.7 of Section VII-5: ODS (Civil & BLT), Sub - Clause 7.3.17, 8.2.8 B of Section VII-6: OCS (Civil & BLT), Clause 14 of Annexure OCS-3 of Section VII-6: OCS (Civil & BLT), and Sub-Clause 5.4 (1) of Section VII-7A: Employer's Requirements -Particular Specifications (PS)-General Electrical Services, Part 2 of Tender Document.</p>

Note: The replies for the balance Pre - Tender queries received from the prospective Tenderers by the due date of submission of Pre - Tender queries will be uploaded in due course.