

## Response to Pre -Bid Queries

Pre -Bid Meeting held on 19.05.2020 in the office of General Manager/Co, DFCCIL, DDU

Tender No. MGS/EN/RFO/SSM/295/2020 Dated 01.05.2020

**Name of Work** - Construction of Rail Flyover and its approaches on Viaducts, Formation in Embankments/Cuttings including blanketing, Supply and Spreading of Ballast and related works for single track electrified railway line on Item-Rate Basis for Sasaram- Ara line of E.C. Railway connecting Sasaram Yard with Ara Line over IR and DFC tracks and related works in East Central Railway in the state of Bihar in India.

(A) Following prospective bidders submitted queries/clarification through email:

1. M/s JMC Projects (India) Ltd., 6<sup>th</sup> Floor, Kalpataru Synergy, Santa Cruz (East), Mumbai - 400055
2. M/s Transrail Lighting Limited, 201, 5<sup>th</sup> Floor, A-Wing, Block-G, Bandra Kurla Complex (BKC), Bandra, Mumbai - 400051
3. M/s Gammon Engineers and Contractors Private Ltd
4. M/s KEC International Ltd, RPG House, 463, Dr. Annie Besant Road, Warli, Mumbai-400030
5. M/S YFC Projects Private Limited, Plot 14, Block B, Infocity Sector-34, Gurgaon-122001
6. KMC Construction Limited, 3<sup>rd</sup> Floor, 44, Community Center, Basant Lok, Vasat Vihar, New Delhi - 110057
7. M/S ISC Project Pvt Ltd, S-2, The Metropole, Adjacent to Inox, Bund Garden Road, Pune-411001
8. M/S Royal Infraconstru Ltd, 4<sup>th</sup> Floor, Plot No. 5, DP Block, Salt Lake Sector V, Kolkata - 700091
9. M/S Kalpataru Power Transmission Ltd, B-5, Okaya Center, Tower-3, 4<sup>th</sup> Floor, Sector-62, Noida- 201309

### 1. Response to Pre-Bid Queries of M/s JMC Projects (India) Ltd., Mumbai received via email on 16.05.2020

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL's Response
1.	Clause: 46A.2 GCC	59	<b>Base month:</b> The base month for the 'Price Variation Clause' shall be taken as month 28 days prior to opening of tender including extensions, if any, unless otherwise stated elsewhere.	Bidder hereby requests to, change the base month as 28 days prior to submission of tender.	No change. Provisions of Tender Document shall prevail.

2.	Clause: 1.5.20 SCC	91	<p><b><u>Mobilization Advance</u></b></p> <p>This shall be limited to 10% of the contract value and payable in 2 stages, as indicated below:  Stage I - 5% of Contract Value on signing of the contract agreement.  Stage II - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.</p> <p>The 1st stage of advance shall be payable immediately after signing of contract documents. The 2nd stage of advance shall be payable at the time of mobilization, after submission of a utilization certificate by the contractor that the stage 1 advance has been properly utilized in the contract.</p>	<p>Bidder hereby requests to provide Mobilization advance in single installment.</p> <p>Also, we request you to provide interest free advances.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>
3.	Clause: 1.5.20 SCC	91	<p><b><u>Advance Against Machinery &amp; Equipment:</u></b></p> <p>This advance shall be limited to a maximum of 10% of the contract value against new Machinery &amp; Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when hypothecated to the DFCCIL / President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee for full cost of the Plant &amp; Equipment from a Nationalized Bank in India or the State Bank of India in a form acceptable to DFCCIL. The Plant &amp; Equipment shall be insured for the full value and for the entire period, these are required for the work. This plant &amp; Equipment shall not be removed from the site of work without prior written permission of the Engineer. <b>No advance should be given against old Plant &amp; Machinery.</b></p>	<p>We request you to provide advance for old P&amp;M at 80% of the depreciated value.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>
4.	Cl. 31(1) & 31.(4) - Execution of works - GCC, Chapter IV, Part 1	Page 51 of 238	<p><b><u>Contractor to supply water for works: -</u></b></p> <p>Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.</p> <p><b><u>Contractor to arrange supply of Electric power for works: -</u></b></p>	<p>Bidder requests the Employer to provide water and electricity at a point free of cost.</p>	<p>No change. Provisions of Tender Document shall prevail.</p>

			Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.		
5.	Cl. 42.(2) - GCC, Chapter IV, Part 1	Page 53 of 238	<p><b><u>VARIATIONS IN EXTENT OF CONTRACT</u></b></p> <p>(i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.</p> <p>(ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p> <p>(iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rated irrespective of any variation.</p>	<p>(i) Bidder request to reduce the limit for variation in the quantity as <b>+/-15%</b>, beyond which bidder shall have the entitlement of submitting rate analysis for mutual agreement between bidder and Employer.</p> <p>(ii) Further, in case of Earthwork, Bidder requests to allow the variation in quantities of individual classification of soil, soft rock &amp; hard rock to be accounted for.</p> <p>(iii) For foundation works the Bidder requests to allow variation to be paid too.</p>	<p>(i) Request not agreed to</p> <p>(ii) It is clarified that there is no restriction in variation as mentioned already. The payment will be made as per actual classification of Soil under relevant item of Schedule of Rate.</p> <p>(iii) Variation will be paid for formation work also as per actual work done.</p> <p>Provisions of Tender Document shall prevail.</p>
6.	Cl. 46(1), GCC, Chapter IV, Part 1	Page 59 of 238	<p><b><u>On-Account Payments</u></b></p> <p>The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.</p> <p>All payments due on the Engineer's or the Engineer's representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any</p>	<p>Bidder requests to provide the Billing Cycle for the Payment Certificates. Please specify within how many days of submitting the invoice for monthly work executed, the payment will be released.</p> <p>Also, Please include the following provision in the payment clause, "<b>After scrutiny and certification by the Engineer, the Employer shall release 80% payment within 14 days and balance 20% within 28</b></p>	<ul style="list-style-type: none"> <li>• Generally, one on-account bill for a month shall be processed. However, if required in the interest of project, more than one on-account bill in a month may also be released on discretion of Employer.</li> <li>• Employer will release the payment on best-effort basis within 28 days of submission of monthly on-account</li> </ul>

			correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.	<b>days of submission of monthly invoices.</b>	bill by contractor to Engineer provided all relevant documents are enclosed by contractor with bills.  Please refer Amendment No.-2 Dated 30.05.2020
7.	Cl.17-A-GCC, Chapter IV, Part 1	Page 45 of 238	<p><b><u>Extension of time in Contracts:-</u></b></p> <p><b>(ii) Extension for delay not due to DFCCIL or Contractor:-</b></p> <p>If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having</p>	As for such delays where the Contractor is not at fault and may still encounter losses due to idling of resources or delay by other contractors or by DFCCIL, Bidder requests to provide provision for suitable cost compensation along with the time extension for such particular delays.	No change. Provisions of Tender Document shall prevail.

			<p>regard to the nature and period of delay and the type and quantum of work affected thereby.</p> <p>No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.</p>		
8.	Cl.17-A - GCC, Chapter IV, Part 1	Page 46 of 238	<p><b>(iii) Extension for delay due to DFCCIL:-</b></p> <p>In the event of any failure or delay by the DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions any other delay caused by the DFCCIL due to any other cause whatsoever, then such Failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.</p>		No change. Provisions of Tender Document shall prevail.
9.	Cl.17-B - GCC, Chapter IV, Part 1	Page 46 of 238	<p><b>Liquidated Damages</b></p> <p>.....Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p> <p>1. For contract value up to Rs. 2 lakhs - <b>10%</b> of the total value of the contract</p> <p>2. For contracts valued above Rs. 2 lakhs- <b>10%</b> of the first Rs.2 lakhs and <b>5%</b> of the balance.</p>	Bidder requests to kindly restrict the maximum limit of liquidated damages to 5% of the total contract value.	No change. Provisions of Tender Document shall prevail.
10.	Cl.17-B - GCC, Chapter IV, Part 1	Page 46 of 238	<p><b>Extension of time for delay due to contractor:-</b></p> <p>The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the</p>	Bidder requests to provide an additional clause providing release of the Delay damages levied on non-achievement of a Milestone, upon achievement of	No change. Provisions of Tender Document shall prevail.

			<p>contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to <b>½ of 1% of the contract value of the works for each week or part of the week.</b></p> <p>For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p> <p>1. For contract value up to Rs. 2 lakhs - 10% of the total value of the contract</p> <p>2. For contracts valued above Rs. 2 lakhs- 10% of the first Rs.2 lakhs and 5% of the balance</p>	<p>succeeding Milestones in prescribed time duration or upon finishing the works within the Intended Completion date.</p>	
11.	Cl. 1.5.10 - SCC, Chapter V, Part 1	Page 83 of 238	<p><b><u>Work By Other Agencies</u></b></p> <p>(a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by</p>	<p>Since such delays caused due to works undertaken by other agency might have an impact / delay on the Contractors part, Bidder requests to provide along with the Time Extension granted, Idling charges for his resources (plant &amp; machinery) that will be kept on hold kept by</p>	<p>In such cases, if Engineer is satisfied, only time extension in contract under GCC Sub-clause 17A (ii)/(iii) shall be provided.</p> <p>No change. Provisions of Tender Document shall prevail.</p>

			the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.	the Bidder or suitable cost compensation for delays not attributable to the Contractor.	
12.	Cl. 52 - GCC, Chapter IV, Part 1	Page 65 of 238	<p><b><u>Withholding and lien in respect of sums claimed:-</u></b></p> <p>Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be</p>	Bidder identifies this clause as a huge risk involved for this Contract as well as other Contracts that the bidder might enter into with the Employer. This clause further may have a negative impact on the cash flow of the Bidder. Hence, the Bidder requests the Employer to kindly delete this clause.	No change. Provisions of Tender Document shall prevail.

			entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.		
13.	Cl. 2.5.52 - Chapter V, Technical Specifications Part 2	Page 162 of 238	<b><u>Commencement of the Erection Work at site:</u></b> The contractor shall commence the erection work when and as soon as, but not until, he receives instructions from Engineer to do so. On such order being given, possession of site/authority shall be given to the contractor of such portion or portions of the site as the Engineer may determine.	Kindly provide the schedule for progressive handing over of site and the Access Dates.	Land acquisition is in process. It is expected that physical possession of land will be made available to contractor from July'2020 onwards progressively.
14.	Cl. 1.5.20 - SCC, Chapter V, Part 2	Page 92 of 238	<b><u>(f) Method of Recovery of Interest –</u></b> Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of date of principal is effected) and adjusted fully against on-account bill along with principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.	Please consider the interest free for Recovery of Advances in said clause, in case recovery could not be made to any such reasonable reasons.	No change. Provisions of Tender Document shall prevail.
15.	Cl. 2.5.51 - Chapter V, Technical Specifications Part 2	Page 161 of 238	<b><u>Land:</u></b> DFCCIL will at its discretion, and if available, arrange land free for use for contractor's office at sites, field workshop, stores, assembly and erection yard.	Identification of fabrication yard & land for site office, and initiating lease process, will consume a lot of time from the initial mobilization period. So, the Bidder requests to provide land for Erection yard near to project site for the duration of project without any charges.	No change. Provisions of Tender Document shall prevail. However, this shall not be taken as a plea to delay the project.
16.	Cl. 2.3.18, Chapter III, Part 2	Page 122 of 238	<b><u>Muck Disposal</u></b> The spoils arising out of boring shall be disposed off as directed by Engineer within the agreed rates. In case of piling close to Railway track or near the existing road, contractor shall make adequate arrangements for disposing the muck away properly. Contractor shall also make	We request the Employer to please provide land for muck disposal yard/yards near the project site.	No change. Provisions of Tender Document shall prevail.  The contractor shall dispose of the muck suitably



			adequate drainage arrangement for mud slurry so that the same does not affect the tracks or roads or adjoining properties.		without affecting track, road or adjoining properties etc. as directed by Engineer.
17.	Cl. 17 - Chapter IV, General Conditions of Contract Part 1	Page 45 of 238	<p><b><u>Force Majeure Clause:-</u></b></p> <p>If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.</p>	In light of the current situation, it is necessary to include this event (COVID-19) in the Clause 17 of GCC; thus the said clause should be replaced as “....of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, <b>pandemics</b> , strikes, lockouts or act of God (hereinafter, referred to events) provided notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER	No change. Provisions of Tender Document shall prevail.

				<p>that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.”</p> <p>This will bring in clarity for interpretation to minimize the risks in future since there are chances that the present situation may arise in future.</p>	
18.	General		<b><u>Tender Drawings</u></b>	<p>We request the Employer to please provide the structural drawings for of Pile, Pile cap, pier &amp; pier cap including reinforcement for 76.2, 45.7 &amp; 24.4 m span.</p>	<p>Structural Drawings are under preparation, so will be released in due course to successful tenderer.</p>
19.	General		<b><u>Tender Drawings</u></b>	<p>As per GAD drawings, one of the piers of span 45.7m lies on Cannel, request to please provide the cross section details of Cannel along with HFL/LWL level of cannel. Also give the details of pile cap level for this foundation.</p>	<p>Please refer Amendment No.-2 Dated 30.05.2020</p>
20.	General		<b><u>Secured Advance/Material Advance</u></b>	<p>We hereby request you to provide secured advance towards materials.</p>	<p>Details of advances available to contractor is mentioned in Sub-clause 1.5.20 (Part-I, Chapter-V of SCC). Also, provision for stage payment for structural steel and reinforcement steel is made</p>

					in Schedule A-I and C-II respectively.
21.	General		<b><u>Environmental Clearances</u></b>	It is understood that Employer had already obtained requisite environmental clearances.	The project is not passing through forest area, so environment clearance is not required.
22	1.3.13. (A) (i) & (ii) of Technical Eligibility Criterion	29 of 238	..... satisfactorily completed at least one single work in <b>last 05 (five) previous financial years</b> and the current financial year upto the date of submission of tender .....	There is a disparity in the period of financial years specified in the reference clause's.  Please clarify.	It is clarified that the period of consideration for eligibility is <b>last 05 (five) previous financial years</b> and the current financial year.  Please refer Amendment No. 2 Dated 30.05.2020
	1.3.13 (ii) Credentials of the tender	30 of 238	(i) Similar nature of work physically completed within the qualifying period, <b>i.e. last three financial year and current financial year</b> (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility.		
	S.no. 1, Form 2, of Tenderers credentials.	190 of 238	For technical experience/competence, give details of <b>similar completed works during the last three financial years (i.e. current Financial year and three previous Financial Years)</b> in the proforma given in Form-2A		
23	NIT	5 of 238	Date & Time of Submission of Tender: 05.June.2020 15:00 hours.	Taking into consideration of growing concern over novel coronavirus (COVID-19) disease and high probability of extension of lockdown in severely affected areas (red zones). We hereby kindly request the employer to extend bid submission end date by 30 days post lifting of lock down period, suitably.  Please clarify.	The date of tender submission and opening has been rescheduled on 19.06.2020.  Please refer Amendment No. -1 dated 28.05.2020

**2. Response to Pre-Bid Queries of M/s Transrail Lighting Limited, 201, Mumbai – 400051 received via email on 18.05.2020**

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL Response
1	Part IV- Drawing,	Pg- 237	The Reference Drawings are standard drawings issued by RDSO/DFCCIL. The tenderer shall scrutinize these drawings before tendering and procure a copy of these drawings for use.	Only GAD & Plan profile drawing attached with Tender. We request you to kindly provide other drawings of Rail flyover, Viaduct, Retaining wall, Major bridge over Canal, Open web steel Girder etc.	The GAD of main structure has been provided. The detailed designs/ drawings shall be provided in due course of time to successful tenderer.  Please refer Amendment No.-2 Dated 30.05.2020 for other changes.
2	GA Drawing & BOQ		<b>GA drawing</b> showing 1000 mm dia piles whereas in BOQ Qty given for 1200 dia only.	Kindly clarify dia of piles 1000 mm or 1200 mm . Also request to provide depth of piles. Pdf drawings are not clear. Please provide Autocad drawings of GAD & Plan for better understanding of scope.	Pile size and depth in GAD is indicative only. Actual pile dia will be as provided in approved detailed structural design. Request to provide AutoCAD drawings of GAD and Plan & Profile is not agreed to.
3	General		<b>Borehole layout</b>	We request you to kindly provide Geotechnical investigation report.	Detailed Engineering design will be provided in due course to successful tenderer.
4	GCC 1.5.20 , Interest on Advance	Pg 92	The advances shall carry an interest of 10%	We request you to kindly provide interest free Mobilisation and Plant advance.	No change. Provisions of Tender Document shall prevail.
5	GCC, Point No. 16(i)	Pg. No. 42	<b>Security Deposit @ 5%</b> of the Contract Amount	We request you to reduce security deposit from 5% to 2.5%	No change. Provisions of Tender Document shall prevail.
6	GCC Cl. 16.(1) Security Deposit ,	Pg 42	The <b>Security Deposit</b> shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or	Deduction @ 10 % from RA bill result negative cashflow of project. We request you to	No change. Provisions of Tender Document shall prevail.

			Term Deposit Receipt issued from Nationalised / Scheduled Commercial Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered.	kindly recover retention @ 5% of the bill amount.	
7	GCC 46-RA bill Payments		The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39. The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.	Kindly confirm the duration required to release RA bill payment after submission of Bill . We request you to kindly release 75% payment within 7 days & balance within 28 days of submission of RA bill.	No change. Provisions of Tender Document shall prevail.
8	GCC 51.(1), Final bill payment	Pg 64	On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "Contractor's authorised Engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion .....have been satisfied agreeably and in conformity with the contract.	Kindly clarify duration required to release final bill payment.	Employer will release the payment on best-effort basis within 28 days of submission of monthly on-account bill by contractor to Engineer provided all relevant documents are enclosed by contractor with bills.
9	Technical Bid, Point No. 1.3.8 - C - iii	Pg. No. 27	<b>Earnest Money FDR/Banker's Cheque /Demand draft/Net Banking/Payment Gateway for Rs. 30 Lakh and Bank Guarantee</b> on format from Nationalised/Indian	By considering current financial situation in pandemic, we hereby request you to kindly allow complete EMD in form of Bank Guarantee.	No change. Provisions of Tender Document shall prevail.

			Scheduled Commercial Bank <b>for the balance amount.</b> Bank guarantees shall remain valid for 90 days beyond the validity of the bid. Sample format for Bank Guarantee for EMD is enclosed as Form No. 24 (Part-IV, Chapter-II of Bid Document).		
10	BOQ- Annexure of Sch C-II- Reinforcement steel		<b>Reinforcement</b> , shall be measured in length for different diameters used in the works and then paid as per relevant specification. Wastages, overlaps, coupling, welded joints, space bars, chairs and binding wire shall not be measured and cost of these items shall be deemed to be included in the above Schedule.	We request you to kindly make payment for authorised Lap required as per approved BBS.	No change. Provisions of Tender Document shall prevail.
11	General		<b>Bid Submission Date</b>	In view of current outbreak of COVID19, our Indian Central Government has extended lockdown until 31st May 2020. Under this condition we are not able to visit site & survey for local resources and even vendors are unable to quote realistically. Request you to kindly extend the bid submission due date at least for 04 weeks from the present due date.	Please refer Amendment No. 1 dated 28.05.2020

### 3. Response to Pre-Bid Queries of M/s Gammon Engineers and Contractors Private Ltd received via email on 18.05.2020

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL Response
1	General		Geotechnical Report	Kindly provide the geotechnical report for all major bridges and underpasses.	The Geotechnical Report will be provided in due course to successful tenderer.
2	Financial Bid		Annexure of Sch B-III Item No 5 a, b, c, & d Unit of Item is each number	Please provide loading details of bearings.	Loading standard is for 25T axle load. Load on bearing is given in RDSO drawings of girders.
3	Financial Bid		Item No4 SOR No 22090 Payment for cement, permanent casing pipe (if any) & reinforcement shall be paid extra.	No Item is found pertaining to permanent casing pipe in BOQ. Please provide details under which item this is payable.	Generally, piles have been designed as friction pile. In exceptional case wherever casing is required, it will be paid separately under relevant item of Schedule of Rate.
4	Drawings			Please provide GAD at Viaduct portion of the project.	Detailed GAD of viaduct portion will be provided to successful tenderer.
5	Technical Bid, Performance Guarantee (P.G.)	43	as per clause 16.4 a) Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). and as per NIT Performance Guarantee (PG) have to be submitted within 30(thirty) days from the date of issue of Letter of Acceptance (LOA).	Both NIT and Performance guarantee clause in Technical bid contradicts each other. Please clarify.	PG shall be submitted within 21 days of issue of LOA.  Please refer Amendment No. 2 Dated 30.05.2020
6	General.		Date extension of bid submission	Please extend the due date of submission of bid to at least 1 month as we are not able to conduct the site visit as entire nation under lockdown down mode due to corona crisis.	Please refer Amendment No. 1 Dated 28.05.2020.

**4. Response to Pre-Bid Queries of M/s KEC International Ltd, Mumbai received via email on 19.05.2020**

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL Response
1	GCC Cl. 46.(1)	Page 59 of 238 of Tech Bid	Para 2 All payments due on the Engineer's or the Engineer's representative's certificates of measurements or Engineer's certified "Contractor's authorised Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.	Since payment for most of the items executed are being in stages, request you to kindly withdraw the retention clause as this will result in negative cashflow.	No change. Provisions of Tender Document shall prevail.
2	GCC Cl. 46.(1)	Page 59 of 238 of Tech Bid	Para 2 All payments due on the Engineer's or the Engineer's representative's certificates of measurements or Engineer's certified "Contractor's authorised Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount	In case retention amount is not being withdrawn, request you to kindly release Retention money on quarterly basis against submission of equivalent BG	As per GCC Sub Clause 16(1), the tenderer has the option to provide full Retention Money in the form of Bank Guarantee to avoid deduction of 10% from on-account bill.  No change. Provisions of Tender Document shall prevail.



			of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.		
3	SCC Cl. 2.5.52.10	Page no 163/238 of Tech. Bid	Para 1 Contractor shall provide office / site facilities at the bridge site / other locations for ensuring smooth and efficient communication and work execution. Cost of these facilities deemed to be included in the quoted rates and nothing extra shall be paid for this item.	Kindly furnish details of site office to be provided: Total plinth area, furniture details, other E&M appliances (if any) etc.	Please refer Amendment No. 2 Dated 30.05.2020.
4	Forest Clearance/ Land acquisition			Kindly clarify if any forest/ tree cutting clearance, land acquisition is required. We understand that forest clearance/ tree cutting approvals if required will be under client's scope	The project is not passing through forest land. Approval for tree-cutting is in process and expected before commencement of project.
5	Source of Fund			Kindly furnish information on source of fund for this project.	This is Equity funded project of Ministry of Railway.
6	GCC Cl. 26 A		Provision of efficient and competent Staff at work sites by the Contractor:-	Kindly furnish information on minimum Key Personnel to be deputed for execution of work.	The contractor shall deploy adequate number of competent technical staff at site and in Project Office to complete the project expeditiously within stipulated completion period.
7	GCC Cl. 46.(1)	pg. No 59 of 238 of Tech. Bid	On-Account bills	We understand that there is no minimum limit on on account payment.	Yes, there is no minimum limit on on-account payment.

8	GCC Cl. 46.(1)	pg. No 59 of 238 of Tech. Bid	On-Account bills	Request you to kindly consider the following payment terms to ensure a healthy cashflow during execution: release of 80% of bill payment within 7 days & balance within 30 days from the date of submission of on account statement.	No change. Provisions of Tender Document shall prevail.
9	GCC Cl. 46.(1)	pg. No 59 of 238 of Tech. Bid	On-Account bills	Interest for delay in payment towards On Account payments is not mentioned in the documents. Request you to kindly modify the document to include the same.	No change. Provisions of Tender Document shall prevail.
10	KMZ files of alignment Alignment			Kindly provide the KMZ file of alignment	Request not agreed to.
11	Autocad Alignment			Kindly provide the autocad file of the alignment	Request not agreed to.
12	FINANCIAL BID (PACKET-B) - BoQ Sch - A-I Non Schedule Item - Item No - NS - 1 & NS-2	(iii) 40% of rate payment shall be made after Steel material required for fabrication (as per drawing) is received at site(iv) 15% of rate payment shall be made on acceptance of fabricated components at site(v) 20% of rate payment shall be made after erection & launchingvi) (a) 10% of rate payment shall be made after metalizing/Painting(b)15% of rate payment shall be made after final approval of DFCCIL and successful completion of all works included in this item including metalizing and finishing complete		To ensure a healthy cashflow during the execution of the project request you to kindly consider our recommendation (Attached as 'Annexure A') for stage payment of structural steel works.	No change. Provisions of Tender Document shall prevail.
13	FINANCIAL BID (PACKET-B) - BoQ Sch - A-I Non Schedule Item - Item No - NS - 1 Note - (xiv)	(xiv) The block required shall be arranged by DFCCIL at the request of contractor. The duration of the blocks and speed restriction shall be as approved by Engineer. if the block granted is not made available due to		Under this scenario contractor shall be entitled for claim.	No change. Provisions of Tender Document shall prevail.

			unavoidable reason, nothing extra/ no compensation shall be paid.		
14	PARTV DRAWINGS 5.1 General Arrangement Drawings with Key Plan	Pg. no 237/238 of Tech Bid	GADS for 1X24.4 m & 1X30.5 m (Composite plate Girder, 25T Loading) Along new alignment	GADs are not available with bid documents. Kindly share the same.	GAD of main structure of RFO has already been uploaded.
15	Change in Law			We understand that contractor is entitled for claims arising due to of change in law during the currency of the contract.	Your attention is drawn to GCC Sub Clause 37 regarding inclusion of components in the quoted rate. For clarification, the change in legislation, post award of contract will be examined and appropriate action will be taken by Employer in consultation with Engineer.  Provisions of Tender Document shall prevail.

**5. YFC Projects Private Limited, Gurgaon received via email on 23.05.2020**

<b>S.No</b>	<b>Clause No</b>	<b>Page No</b>	<b>Tender Clause</b>	<b>Bidders Query</b>	<b>DFCCIL Response</b>
1	Clause 1.3.13 (i) (A) (ii)	-	As per the tender document bidder “must have satisfactorily completed in last 05 (Five) previous financial year and the current financial year up to date of submission of tender, a work of Fabrication, Erection and Launching of one single span of 45m or more of steel open web girder/plate girder/composite girder/bow string girder for Railway/ Metro Railway/Road Bridge”	We would like to convey that the requirement of span length of 45m is very high for this project. The maximum length of span to be constructed in the project as per the drawings is 80m and in all Government tenders such as NHAI, MORTH, Indian Railways etc the qualification requirement is 50% of the longest span. Therefore, we request you to reduce the requirement of span length to 40m. This would encourage more bidders to bid.	No change. Provisions of Tender Document shall prevail.

**6. KMC Construction Limited, New Delhi received via email on 25.05.2020**

<b>S.No</b>	<b>Clause No</b>	<b>Page No</b>	<b>Tender Clause</b>	<b>Bidders Query</b>	<b>DFCCIL Response</b>
	Clause 1.3.13 (i) (A) (ii)		Must have satisfactorily completed in last 05 (Five) previous financial year and the current financial year up to date of submission of tender, a work of Fabrication, Erection and Launching of one single span of 45m or more of steel open web girder/plate girder/composite girder/bow string girder for Railway/ Metro Railway/Road Bridge	There are number of projects having steel spans of maximum length of around 40m and such there will be very few companies having experience of 45m spans. In order to have better competition we suggest that the qualification norm may be revised to 40m instead of 45m in the following clause 1.3.13 (i) A (ii) of the tender.	No change. Provisions of Tender Document shall prevail.

**7. ISC Project Pvt Ltd, Pune received via email on 25.05.2020**

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL Response
1				As visiting the site in this COVID-19 pandemic is restricted hence requested to please release the KMZ file and Drone Video shoot link if any for proper analysis of site condition.	Request not agreed to.
2				As we are Pune Based company and come under Red Zone of Covid-19 situation, hence physical submission of EMD as mentioned in the tender document under lockdown situation and also documentation, Stamp papers for affidavit and travelling is not possible. Hence request you to please extended the date minimum up to 28 days after the Lockdown of Public transport is opened.	Please refer Amendment No.- 1 Dated 28.05.2020
3				The Project as 164 Spans of 24.4m Steel girder and just one Span of 76m and Two Spans of 47.7m Steel girder but the Technical Eligibility Criteria (ii) mentioned "Fabrication, Erection and Launching of one single span of 45m or steel open web girder/plate girder/composite girder/bow string girder for Railway/Metro Railway/Road Bridges" which is very stringent condition and will restrict participation of bidders.  Hence request you to kindly modify this criteria to 24.2m or above from 45m.	No change. Provisions of Tender Document shall prevail.
4				Kindly clarify the status of Land acquisition and forest land (if any) where work has to be carried out?	No forest land is involved in the project. Land acquisition is in process. It is expected that physical possession of land will be made available to contractor from July'2020 onwards progressively.

5			<p>For Schedule "A-I" (NS Item) Item No. NS-I &amp; NS-II as these items have huge quantities of supply and it is the major component to the project for which lot of investment is required for purchase of Raw material. Hence payment conditions should be modified as follows for smooth and fast working of site:</p>	<p>No change. Provisions of Tender Document shall prevail.</p>										
			<table border="1"> <thead> <tr> <th data-bbox="663 256 1193 296">Existing Condition</th> <th data-bbox="1193 256 1724 296">Modification required</th> </tr> </thead> <tbody> <tr> <td data-bbox="663 296 1193 456">40% of rate payment shall be made after Steel material required for fabrication (as per drawing) is received at site.</td> <td data-bbox="1193 296 1724 456">50% of rate payment shall be made after Steel material required for fabrication (as per drawing) is received at site.</td> </tr> <tr> <td data-bbox="663 456 1193 616">15% of rate payment shall be made on acceptance of fabriared components at site.</td> <td data-bbox="1193 456 1724 616">20% of rate payment shall be made on acceptance of fabriared components at site.</td> </tr> <tr> <td data-bbox="663 616 1193 807">20% of rate payment shall be made after erection &amp; launching 10% of rate payment shall be made after metalizing/Painting</td> <td data-bbox="1193 616 1724 807">15% of rate payment shall be made after erection &amp; launching 10% of rate payment shall be made after metalizing/Painting</td> </tr> <tr> <td data-bbox="663 807 1193 1038">15% of rate payment shall be made after final approval of DFCCIL and successful completion of all works included in this item including metalizing and finishing complete.</td> <td data-bbox="1193 807 1724 1038">5% of rate payment shall be made after final approval of DFCCIL and successful completion of all works included in this item including metalizing and finishing complete.</td> </tr> </tbody> </table>	Existing Condition	Modification required	40% of rate payment shall be made after Steel material required for fabrication (as per drawing) is received at site.	50% of rate payment shall be made after Steel material required for fabrication (as per drawing) is received at site.	15% of rate payment shall be made on acceptance of fabriared components at site.	20% of rate payment shall be made on acceptance of fabriared components at site.	20% of rate payment shall be made after erection & launching 10% of rate payment shall be made after metalizing/Painting	15% of rate payment shall be made after erection & launching 10% of rate payment shall be made after metalizing/Painting	15% of rate payment shall be made after final approval of DFCCIL and successful completion of all works included in this item including metalizing and finishing complete.	5% of rate payment shall be made after final approval of DFCCIL and successful completion of all works included in this item including metalizing and finishing complete.	
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### 8. Royal Infraconstru Ltd received via email on 25.05.2020

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL Response
1				<p>We would like to express our interest in participating as a bidder for the subject mentioned tender and therefore have already commenced our working towards preparation of our offer.</p> <p>As this tender was published on 1st May which was after the start of the nationwide lockdown, we have been unable conduct our site survey due to restrictions on transportation.</p> <p>Furthermore, our Head Office is located in one of the "Red Zone" areas of Kolkata, West Bengal and has been completely shut since 24th March, resulting in all our tender related activities being halted due to absence of infrastructure and manpower.</p> <p>We hope that you can appreciate the fact we are unable prepare our bid for a tender this size without conducting a thorough site survey and without any availability of infrastructure.</p> <p>In view of the abovementioned facts, we request your good self to grant us an extension of 21 days to submit our bid so that we are given an opportunity to bid for the contract.</p>	<p>Please refer Amendment No.-1 Dated 28.05.2020</p>

### 9. M/S Kalpataru Power Transmission Ltd, Noida through email dated 25.05.2020

S.No	Clause No	Page No	Tender Clause	Bidders Query	DFCCIL Response
1				<p>We, Kalpataru Power Transmission Ltd, are keen to participate in bidding process of subject tender. However, in view of the recent Corona Virus (COVID-9) outbreak and the subsequent lockdown in many parts of the country until 31.05.2020, our vendors have asked for additional time to give their offers. We are planning for site visit after 31.05.2020 and need additional time to prepare our competitive and comprehensive bid. Hence, in view of the above, we request to kindly extend the Bid Submission date by atleast Two (2) weeks.</p>	<p>Please refer Amendment No.-1 Dated 28.05.2020</p>