

K-RIDE remarks to Pre bid Query for the work of “**Design, Supply, Erection, Testing & Commissioning of 25 KV, AC, 50 Hz, Single Phase, Traction Over Head Equipment for Doubling of Baiyyappanahalli Cabin A (km 205.5) (Excluding) – Hosur (km 159) (Including) Section (62 Track Kilometre approximately) of Bangalore division including any Modification in Existing Overhead Equipment if required**” held on 05.03.2022.

1. The estimated cost of the tender is not mentioned in the tender document. We request you to kindly provide the estimated cost in the addendum/corrigendum.

Reply: Tender condition shall prevail.

2. The work is to be carried out in phases based on the site availability dates given in the tender document for each phase as per Section-6 Contract Data **Milestones**. For example, **FOR HEELALIGE STATION (Including Yard section) Ch: 182/350.00 – KARMELARAM (Including Yard Section) Ch: 193/700.00 PORTION** site will be provided on March 2022 for the contractor to commence the work as per the contract agreement. As per programme this work has to be completed within 120 days. If there is a delay in providing the site, are we allowed to provide a revised program considering the delay in providing the site from your side? Kindly clarify

Reply: Yes. Tender condition shall prevail in this matter.

3. The total section of OHE work to be carried out in this tender is from KM 205.5 BAIYYAPPANAHALLI cabin A excluding to KM 159 Hosur including working out to 62 TKM. Kindly let us know whether the entire track Km is to be commissioned at a time and taken over together or section will be commissioned and taken over section wise as and when the contractor completes the work as per the date of completion given by you for each section in the tender document. Kindly clarify.

Reply: Section will be taken over after CRS sanction which shall be done in parts.

4. As per Particular Conditions of Contract price variation Clause - We are unable to understand the PVC formula given by you in this tender document for calculating the price variation of various materials and works to be carried out under this tender. We request you to kindly clarify and give us a illustration of how the PV calculation is to be carried out for various items like steel, copper, insulators, transformers, concreting, fuel, labour, miscellaneous items etc. on the lumpsum price quoted by us against the each section. Kindly clarify.

Reply: Please refer Page No.197 to 203 & Page No. 467 to 475 of Tender Document. Tender condition shall prevail for calculation. Also, kindly refer corrigendum-2 Point No-8.

5. As per Section -11 Tender drawings - The tender has to be quoted based on the tentative ESP & SIP provided by you at Section 11 along with the tender. If there are changes in the ESP & SIP the quantity of work requirement will also change accordingly. What is the procedure of calculation of payment for such changes if any?

Reply: Tender condition shall prevail.

6. As per **Section- 6 Contract Data – Milestones** - As per the program of work given by you in the tender document the work has to be carried out in phases. However, there are gaps in providing the site for each phase of work as per this programme resulting in idling of contractors labour and manpower in these gaps. Whether the contractor is required to mobilize or demobilize his work force labour or manpower if no work sites are available for carry out the work?

Reply: It is up to the firm to take decision without affecting the timely removal of the OHE infringements for other works as advised time to time and milestones given in the tender document.

7. As per the programme certain works are expected to be carried out during monsoon period. This being a urban site the approaches to the site is impossible during the monsoon. Do the contractor have to take any special provision and arrangement to carry out the work in monsoon? Kindly clarify.

Reply: Answered in Question No.6.

8. As per **Section 8A: Employer’s Requirement – Appendix – 3 Quality Assurance of materials** - The materials to be supplied by the contractor for this work is required to be inspected by you or your authorized person at the approved vendor’s factory/place before dispatch of the materials. In Railway project the inspection fee is paid by Railway. There is no mention of regarding who will pay the inspection fees in this tender document. Kindly clarify whether K Ride will pay the inspection fee or the tenderer has to include the cost of inspection in his offer.

Reply: RITES Inspection fees shall be borne by Contractor.

9. As per the Railway guidelines if the value of the materials being supplied in each lot is less than five lakhs then the authorized agency RITES will not carry out inspection and consignee (you) has to carry out the inspection. Is the same condition being acceptable for this tender? If consignee inspects the material does the contractor need to pay any fees for such inspection? Kindly clarify.

Reply: Tender condition shall prevail.

10. As the work is to be carried out in phases the material also may be supplied in phases as and when required. This may lead to inspection of many items in many lots. Will this be acceptable to K Ride or not? Kindly clarify.

Reply: Contractor may supply material in phases with the approval of engineer in-charge.

11. Sometimes the inspecting agency delays the inspection even after material is offered for inspection. In such cases how will these issues sorted out to avoid the delay in inspection, dispatch & supply of materials to avoid delays in execution. Kindly clarify.

Reply: Tender condition shall prevail.

12. As per Section 8A- Employer’s Requirement site information h) Transmission Line Crossings list is provided and as per Section 8A clause 9.1 (l) The ESP given in the tender

document mentioned the requirement of maintaining clearances as per the Railway requirement for LT, 11KV, 22KV, 33KV and EHV lines which are already existing in the vicinity of the site. Whether the required work/modification with respect to this power line crossing is included in the scope of this work or the same shall be done by other agencies? Kindly clarify.

Reply: Chartered territory modifications work is not in the scope of this tender. Non-chartered territory, the cost of modifications work shall be paid by Employer under Schedule-G of Price schedule.

13. If the contractor has to include the scope of power line crossing in this tender kindly clarify what are the power lines crossing which are to be modified in the scope of this work along with details of such powerline crossings as an addendum/corrigendum

Reply: Answered in question no.12.

14. As per **section 9 Price Schedules/ Schedule C** The scope of work does not mention about providing new SP & SSPs. The locations/chainages given against SP/SSP in the tender is the same as existing SP/SSP locations. Similarly at the location of Hosur Station mentioned in the tender document a 25KV traction substation is already existing. As per the sketchy details given in the scope of work the tenderer are only to erect additional equipments required for converting the existing SP, SSP and the traction substation to suit the requirement of the same for double line. The scope of work does not mention demobilizing and reconstruction of SP, SSP and traction substation in totality. Kindly clarify whether the above assumption is correct or wrong. Kindly clarify. In the existing line all the level crossings have been provided with ATs and have been already interlocked. However, the scope of the tender document also mentions about providing ATs at the level crossing gates. Do the contractor have to dismantle the existing AT provided and provide new AT. Kindly clarify

Reply: The scope of work does not include construction of new SP, SSP and traction substation. However, the scope includes the modification required for Doubling in existing SP/SSP/TSS. The firm has to relocate the existing AT and CLS panel if required, as per the site conditions. For 2nd line, new AT & CLS panel needs to be erected.

15. As per section 9 Price Schedules/ Schedule D – Auxiliary transformer stations item no. 4 (a) new ATs have to be provided in the station. Presently ATs are provided in all stations as per the single line requirement. In the scope of work of this tender is the contractor required to dismantle the existing AT or provide a new AT or provide a new AT for the new second line. Kindly clarify.

Reply: Answered in question no.14.

16. Do the contractor have to consider scope of supply and erection of any height gauge or fencing at the level crossing gate in the scope of this tender. Kindly clarify

Reply: There is no scope of supply and erection of any height gauge, However, firm has to provide protective screen on FOBs and ROBs as per the RDSO approved drawings.

17. As the work is required to be carried out in coordination with the programme of other agencies such as embankment contractor, track contractor, S&T contractor and general service contractor, kindly clarify whether the site will be provided to us after approval of

all drawings of the other contractors to avoid the change of work after approval of the drawings. Kindly clarify.

Reply: Tender condition shall prevail.

18. The design and drawings will be provided by the contractor to you based on the site survey. Kindly clarify whether the physical work will commence after the drawing approval or immediately after the submission of the drawings. Kindly clarify.

Reply: Tender condition shall prevail.

19. As per Section – 8 B Schedule of quantities (a) Technical Specifications The material required for the work are normally ordered after the approval of drawings to avoid wastage and excessive supply of materials. We hope the same procedure will be followed in this work. Kindly clarify. As per tender conditions contractor is also required to submit the assessment for your approval within 5 months. Kindly clarify.

Reply: Tender condition shall prevail.

20. As per **Section 8A Employer's Requirement 7. (vi) (Power & Traffic block)** and as per the Railway rules and regulations the contractor is not authorized to engage/provide flag men, points men for regulating the traffic as contractors' engineers are not authorized for taking the power block. These are to be provided by Railway or you. Kindly clarify.

Reply: Tender condition shall prevail.

21. As per **Section 8A Employer's Requirement clause 9.1 (j)** Preparation of EIG papers and CRS papers are required to be provided by the contractor as per the scope of work of this tender. Kindly clarify what papers are required to be provided by the contractor for EIG and CRS. Generally, EIG and CRS papers are prepared by the owner/client/consultant and not the contractor.

Reply: Refer Corrigendum-2 Point No.12.

22. As per Section 8B Technical specifications Stringing catenary/contact wiring has to be carried out using wiring train but the tender mentions that no wiring train for wiring will be provided. Whether the wiring/stringing of copper conductors have to be carried out by manual means or whether the work have to be carried out by road, rail vehicles. Kindly clarify.

Reply: Tender Condition shall prevail, also refer Corrigendum-2. Point No.9

23. **As per Section -9 Price schedules Note: - 9** The tender mention that no rail crane will be provided for erection of mast/portal/portal booms/ TTU and TTBs. It is mentioned that contractor has to arrange his own crane for carrying out this work. In some cases, traffic and power block may be required for movement of the contractor's crane. We presume that this will be provided by you. Kindly clarify.

Reply: K-RIDE will assist in getting traffic and power block for carrying out the work. Also, all such work needs to be carried out under supervision of K-RIDE authorised representative.

24. In some cases, for the purpose of mast erection, portal erection, portal boom erection etc road crane may be required to be moved on the existing running track, considering the location of the mast, portal and boom to be erected. Permission may be required from Railway for such purposes. Kindly clarify whether such permission along with required traffic and power block will be arranged by you.

Reply: Answered in question no.23.

25. As per **Section -8 B Technical specification Joint procedure (A)** While carrying out civil and foundation work required to complete the scope of this tender diversion of few S&T and power cables may be required. We presume that such diversions and relocations of the cable will be carried out by you. Kindly clarify.

Reply: Non-chartered territory, the cost of modifications work shall be paid by Employer under Schedule-G of Price schedule.

26. As per **Section-9 Price schedules Note for schedule C 1.** It is mentioned that the dismantled/not usable materials have to be handed over to Railway/open lines. Kindly clarify the location of the depot of the Railway or open lines where the materials has to be handed over.

Reply: The location of the store shall be notified during the progress of the work.

27. As per **Section 8B Technical specifications (f) Cross section drawings** Based on the soil conditions such as rock, loose soil etc. special foundations might be required to be provided for OHE mast foundations. Whether already adopted methods in the existing single line will be allowed or special approvals are again required to be taken before taking up casting of such foundations. Kindly clarify.

Reply: Approval of LOP/CSD/SED has to be taken from K-RIDE before the start of work.

28. **As per the contract conditions it is presumed that works has to be carried out from 9 A.M to 5 P.M** to meet the requirement of the targets and to carry out the work. Considering the train movement the work may required to be carried out in extended hours, night, holidays, early in the morning or late in the evening. Is this allowed?. Kindly clarify. If it is allowed please clarify that supervision from your side also will be provided at these times.

Reply: Tender condition shall prevail.

29. The contract does not mention any site facilities such as vehicles, mobile communication, office, manpower etc. to be provided by the contractor to client (you). Kindly clarify. If we have to provide any such facilities kindly provide us the list of facilities to be provided. Based on the list cost can be included.

Reply: Tender condition shall prevail.

30. As per the program & dates given in the tender, simultaneous work required to be carried out in maximum of two sections. Kindly clarify.

Reply: It is up to the firm to take decision without affecting the timely removal of the OHE infringements for other works as advised time to time and milestones given in the tender document.

31. As per Clause No. 27.1 (page No. 6) of invitation of bids, we are advised to visit the site. It is requested to provide a date for joint site visit for clear inspection of the site as well as to understand the complete requirements and scope of work in detail. Kindly provide the dates. The joint visit may please be arranged for two consecutive days. Please let us know the dates.

Reply: Site visit to be done by the Firm. No joint visit will be conducted.

32. As per Clause No. 2.2 (e) all members of joint venture must have experience in execution of similar work. Kindly clarify the exact requirement of similar experience in kilo meters or in amount or in both.

Reply: Refer section -2 (ITT) of the tender document.

33. As per Clause No. 3.2 (c) of qualification of tenderer the intending tenderer should have carried out the following.

Component No	Nature of work	Minimum component of work
1	Design, supply, erection, testing & commissioning of 25KV, AC, 50 HZ, single phase, traction overhead equipment for Railway Electrification (in maximum upto three contracts) (Section should be commissioned	20 TKM

What is the document required to be provided with the tender for proof of carrying out the same. Please clarify.

Reply: Refer section -2 (ITT) of the tender document.

34. As per Section 2 – Instructions to tenderers (ITT) - Clause No. 3.3 (c) of list of minimum key technical personnel: required qualification QA & QC supervisor is be civil. The work is of electrical and mechanical nature. You are requested to change the same to diploma in Electrical Engineering.

Reply: Tender condition shall prevail.

35. As per Section 2 – Instructions to tenderers (ITT) - Clause No. 3.3 (c) of list of minimum key technical personnel: required qualification of traffic coordinator is Diploma in Electrical. Please note this may be changed to retired Railway personal of Electrical or Traffic Department as they have the experience of Railway Traffic Co-ordination.

Reply: Refer Corrigendum-2 Pont No.4

36. As per - Clause No. 3.6 Section 2 of ITT bid capacity of tenderers have to available to the extent of 25.14 Crore. What is the procedure of demonstrating bid capacity in case the tender is a JV? What is the minimum bid capacity each JV partner has to demonstrate? Kindly clarify

Reply: Refer section -2 (ITT) of the tender document.

37. As per Clause No. 3.8 Section -2 of ITT if a tenderer has participated in the same previous tender for the same work and quoted unreasonably high tender prices and could not furnish rational justification. In this case our earlier bid for the same work has been discharged by you because of higher rates. Is the same bidder eligible to bid/quote in this re-tendering? Kindly clarify.

Reply: Tender condition shall prevail.

38. As per Clause No. 3.9 Section – 2 Eligibility Criteria Matrix of ITT Clause 3.2 (I) has to be met in maximum of three contracts by all JV partners combined. If each JV partner has carried out one separate contract and the sum total of 3 adds up to the eligibility requirement, does the JV qualify? Please clarify.

Reply: Tender condition shall prevail.

39. As per Clause No. 11.3 Section-2 of ITT the bid has to include all duties, taxes and other levies payable by the contractor under the contract. We request you to clarify whether taxes, duties and other levies payable if any by the employer need to be included in the bid price by the contractor in his bid

Further please clarify whether the goods and service tax is to be included in the bid price or not. If it has to be included what is the percentage of GST that becomes payable by bidder for this bid. Kindly clarify GST payable by the contractor is @12% or @18%. Kindly clarify.

Further geographically this work has to be carried out in two states that is in Karnataka and Tamilnadu. Kindly provide the address of the employer with GST Nos. in Karnataka and Tamilnadu.

Further as per Section 12(3) of IGST Act 2017 where the supply of services is directly in relation to immovable property the place of supplier of services would be the place where immovable property is located. Hence services provided by the bidder in each state need to be billed to the employer in the respective states. If the Billing is done with IGST the same is not valid for the both parties involved. Buyer and seller cannot claim the input credits. Hence necessary changes may please be done to the bidding documents. Further kindly clarify whether bidder is allowed to use the input credits available with him while discharging the GST payable for the invoicing done by him against goods supplied and services provided by him under the scope of this bid.

Is the bidder required to declare his GST Nos in both the States while submitting his Bid. Kindly clarify.

Reply: Tender condition shall prevail. GST Nos. shall be shared in due course.

40. As per Clause No. 11.2 of ITT tenderer is required to quote the total amount both in figure and words for each schedule. If there is a difference in both, which will be considered as final bid price. Kindly clarify. If there are total mistakes between individual totals and grand total either in figures or words how the same will be finally considered. Please clarify.

It is also mentioned that for schedules if lumpsum price is entered by the tenderer it will not be paid by the employer when executed. We reasonably understand based on our past experience that this is a lumpsum rate contract for each schedule of work given in the

bid. There is no provision for the bidder to quote the individual price. Both the bidding process and price schedules lumpsum price are required to be quoted. These conditions are contradicting each other. Kindly clarify. Alternatively, you can make provisions in the tender to enable the bidder to quote individual rates and price.

Reply: Tender condition shall prevail.

41. As per Clause No. 19.4 of ITT employer shall prepare minutes of tender opening. Kindly clarify are the minutes are required to be signed by representatives of the bidders authorized persons present for bid opening. Whether the MOM will be drawn on same day or in subsequent days. Kindly clarify. This will be required to be known as if the MOM has to be signed during subsequent days, boarding and lodging arrangements have to be arranged for the bidder's representative.

Reply: Tender condition shall prevail.

42. Kindly clarify whether the employer will minute the opening of second cover in the same manner as he is doing for the opening of first cover. Kindly clarify.

Reply: Tender condition shall prevail.

43. As per Clause No. 20.3 of ITT no tender will be rejected at the tender opening. Kindly clarify whether no tender will rejected for whatsoever reason.

Reply: Tender condition shall prevail.

44. As per Clause No. 25.5 of ITT if the tender of the successful bidder is seriously unbalanced in relation to the employers estimate of the cost of work client may ask detailed price analysis and additional performance security to safe guard against the financial loss in case of bidders failure of executing the work. However the tender document neither provides the detailed quantities of various scope of work (except providing LS quantity of work) or employers cost estimates enabling/assisting tenderer to properly evaluate the scope of work and tender his cost in comparison with the employers estimated cost along with his justification. It is requested to add/provide the details quantities of work to be carried out by the bidder as estimated by the employer along with the cost estimated by the employer.

Reply: Tender condition shall prevail.

45. As per Clause No. 28/4 of the ITT upon furnishing by the successful tenderer of the performance security, the employer will promptly notify other tenderers that their bid have been unsuccessful. When will the employer notify all the bidders if none of the bids are successful? Kindly clarify.

Reply: Tender condition shall prevail.

46. Kindly clarify in the event of bidding by a JV do all the JV partners have to digitally sign the tender document for uploading the tender in a JV, do we need to have a registration on K Ride portal on the Karnataka Public Procurement Portal. Whether the bid security will be deposited by the JV in the name of JV or one of the JV partners or combination of part deposition of EMD by each JV partner. Kindly clarify.

Reply: Tender condition shall prevail.

47. As per Clause No. 13.7 of ITT the original bank guarantee has to reach the office of K Ride before opening of technical bid. In the same clause it is mentioned that the original bank guarantee needs to be submitted to the official nominated in person within 5 days of deadline of submission of bids. Kindly clarify which one of the above two conditions/prevail for avoiding the bid not to be considered/rejected.

Reply: Refer Corrigendum-2 point No.3.

48. As per Clause No. 5.1 of the conditions of contract the employer may delegate any of his duties and responsibilities to other people. Kindly clarify in case of delegation “the other people” will be passed on with the authority to deal the delegated contractual matters or the contractor will have to deal with both employer and the other people for getting decisions and solutions in such delegated contractual matters. Please clarify how much portion and how many times such delegation is to be considered by the tenderer. While cancelling such delegation or non-performance or action by other people who is responsible for non-performance of the contract. Kindly clarify.

Further communications in delegated matters to be carried out between contractor and other people or contractor and employer. Kindly clarify.

Reply: Tender condition shall prevail.

49. Is the non-performance or delays caused by other contractors is considered as delay by employer in providing the site to the performance of this contract? Kindly clarify.

Reply: Tender condition shall prevail.

50. The works to be completed by the intended completion date also depend on the completion of reciprocal obligations by the employer such as giving site and access to the contractor on the intended date as per the programme. Any change in the intended date of provision of site, access clearances, approvals etc. by the employer will change the intended completion date. Kindly clarify the methodology to be adapted by the contractors to revise the programme accordingly. Kindly clarify.

Reply: Tender condition shall prevail.

51. The dispute resolution methods given in the contract specify only arbitration. We request you to include adjudication for smaller disputes with fixed fees in the tender conditions. Please clarify.

Reply: Tender condition shall prevail.

52. As per SCC clause No. 34.4 of cost control change the condition of variation to “contractor to carry out the work under variation only when the quantity and cost of variation is approved in writing by the employer’s competent authority. If the contractor carries out work under variation without the written approval of competent authority of the employer and without signing of an agreement in this respect, employer is not bound to make any payments for the works carried out by the contractor under the variation”. Kindly add that contractor is not required to carry out any work under variation unless until variation is approved by the employer and communicated to the contractor

Reply: Tender condition shall prevail.

53. Under the Clause No. 49 termination of SCC, the list of breaches that may be committed by the employer may please be included. They are one or all of the following.

- 1) If the Employer delays in handing over the site for more than 30 days of the date committed in contract data or programme.
- 2) If the Employer is short of finances or delays contractors bills for more than 51 days from the date of GST invoice by the contractor for work done.
- 3) If the Employer orders suspension of work and does not order resumption within 28 days or does not provide required means or resumption of work.
- 4) Work does not get completed due to non-approval of variation beyond 30 days of identification of work under variation.

Kindly add the above condition on Clause 49 of the SCC.

The sentence “the Employer may terminate” is requested to be modified to “either of the parties may terminate”.

Reply: Tender condition shall prevail.

54. Kindly add the following clause 50 of SCC or the contract conditions.

“if the contract is terminated by the Employer for his convenience or terminated by the contractor due to Employers breach of contract, employer will suitably compensate the contractor in addition to the contract work carried out till termination for his loss due to wastage and underutilization of manpower, fixed costs, wastage of cost incurred towards temporary works, office and other set ups and establishments, de-mobilisation costs, interest payments etc.”

Please do the needful.

Reply: Tender condition shall prevail.

55. As per Clause No. 4.2 Amicable Settlement, the Judge being appointed for the amicable settlement in the tender is K Ride officials who are a related party to the dispute. We request instead of K Ride officials, retired IRSEE or IRFC officials who have experience of similar works may be required for justful and non-partition and meaningful amicable resolution. Only when the amicable solution is resolved by a non related party, there are good chances of avoiding arbitration. Kindly clarify.

Reply: Tender condition shall prevail.

56. As per contract data Section (6) description of work point (c), the height of embankment for adapting higher wind pressure is not mentioned. As per IS 875-1987, the higher wind pressure is to be adapted only when the height of the embankment is more than 30 Mtrs. Kindly clarify or amend the clause suitably. As per IS 875-1987, the wind pressure adaptable gets reduced by 25% if the height of embankment is less than 30 Meters from

the general ground level. Request you to refer IS 875-1987 for further information and amend the condition suitably.

Reply: Tender condition shall prevail.

57. As per contract data the OHE work of Hilalige and Karmelram including section has to be completed in 120 days. The time given for foot survey and submission of LOP and CSD is 15 days. What will be the time taken by employer for approval of drawings is not mentioned in the contract data. Kindly clarify whether we can start the foundation work as soon as we submit the LOP & CSD. Kindly clarify.

The foundation casting is required to be completed within 45 days of submitting the drawing. As per the programme mast erection and grouting to be completed within 25 days of completion of foundation casting as per the programme. Please note supply of steel structures will require minimum of 90 days from the date of the contractors purchase order for the steel. Please note the supplier and RITES will take atleast one month from the contractors order for carrying out stage inspection and another month for fabrication, galvanization and final RITES inspection. The dispatch and receipt of steel at site will take atleast 15-20 days from the date of final inspection. Hence mast erection within 85 days of notice to proceed for the first section is practically not possible. The yard modification works can also start only after receipt of steel at site. Even bracket and other materials will take atleast 90 days from the date of Notice to Proceed for manufacture, inspection and delivery at site. Hence completion of work by June-2022 in the first section of Hilalige and Karmelram is not possible as the process of placement of order and signing of contract will not be completed in March 2022.

The initial mobilization, survey, setting up of our site office, work shop, stores, electricity, water arrangements will take atleast 60 days from LOA. The work can commence in the first section of Hilalige and Karmelram only after 45-60 days of placement of LOA. Hence it is impossible to complete this portion of work by June 2022. We request you to postpone this intended completion date to six to eight months from the date of placement of LOA or from the date of Notice to Proceed with the work whichever is later. Please modify the contract data accordingly as required above.

Reply: Tender condition shall prevail.

58. The second section Karmelram to Belandur road including Belandur Road Yard which will be handed over in October 2022 and OHE work is to be completed in March 2023 can be achieved provided site is handed over completely in October 2022 and LOA is issued atleast in May 2022. Kindly modify the key dates according to date of LOA and date of handing over of site as October 2022.

Similarly Hilalige to Anekal Road can be completed as per intended completion date if site is completely handed over in November 2022 and LOA is issued on or before May 2022. Please modify the conditions accordingly in the tender documents. Other key dates for balance sections can be achieved provided sites are handed over as per the dates mentioned in the tender document and LOA is issued in May 2022. Please modify/clarify in the contract data and tender conditions the key dates of completion, expected date of LOA etc, and Notice to Proceed with the work reasonably based on present tendering process.

Reply: Tender condition shall prevail.

59. Regarding milestone for TSS, SP & SSP the milestone for Helalige is not possible to be achieved due to delay in issuing LOA. The SSP at Helalige will atleast take four to six months for completion from the date of LOA. Rest of the SP & SSP works can be completed within the key dates provided LOA is issued in May 2022.

Reply: Tender condition shall prevail.

60. The OHE work completed can be energized on 25KV after completion of bonding and earthing and clearance from EIG. The bonding and earthing cannot be completed unless until signalling modification are completed and tracks are identified by signalling department for carrying out bonding.

This clearance is required to be provided atleast three month prior to the intended completion date giving the contractor time to carry out bonding fabrication and erection, painting etc. For the bonding and earthing no time or programme is mentioned in the contract data. Only after completion of bonding EIG papers can be submitted for EIG clearance. We are expecting EIG clearance within 30 days of submission of EIG application. Kindly provide key dates for bonding, earthing and submission of EIG papers in the contract data

Reply: Tender condition shall prevail.

61. The contract data does not mention any key dates for section wise CRS dates after completion of OHE and SP/SSP works in section. Kindly indicate tentative CRS dates of each section in the contract data.

Reply: Tender condition shall prevail.

62. If the CRS inspection dates are much later from the completion of work in each section the section wise EIG may also be delayed due to non-availability of clearances for bonding, earthing, glued joints installation by other agencies, bonding of glued joints, insertion of point and crossings, their modification etc. Hence the OHE work will be completed at section except for bonding and earthing in tracks as per S&T requirement,. bonding and earthing in glued joints and points and crossings the section may not be energized or handed over for commercial operation due to delays in getting EIG sanction and CRS due to this reasons.

We request you to take over the section except for these works as these delays are not attributable to the contractor or to provide for cost of watch and ward in the tender of finished works but have to wait for energization and commissioning. You are also requested us to provide us your key dates of CRS of each section to calculate and estimate the watch and ward, insurance and other costs to be added in the tender cost and to be paid by you separately over and above the tender price, as and when if operated.

Reply: Tender condition shall prevail.

63. As per Clause No. 2.2 of SCC the priority of various documents are listed. The list of documents does not include special conditions of the contract and particular conditions of the contract. Kindly let us know the priority of special conditions (SCC) and particulars conditions of contract (PCC) by including them at appropriate levels as per your choice. Kindly modify the priority list of documents after including SCC and PCC in the list of priority at condition 2.2 of SCC. Also let us know the priority between GCC, SCC, PCC and contract data in either ascending or descending order.

Reply: Tender condition shall prevail.

64. As per Clause No. 22 of PCC the minimum corridor of access to the work of 9 Mtr will be provided to the successful contractor. Only one foundation in about 54 to 63 mtrs are required to be cast in the corridor of 9 Mtr. Such a small site access is not acceptable as mobilizing huge manpower and working only in 9 Mtr corridor. A huge labour force will be compelled to idle if site access is given at the rate of 9 Mtr at a time. This will make it impossible to complete the work in intended completion dates as per tender conditions. Kindly modify the providing site access to minimum of 5 to 10 KM at a time to take up and complete the work in this corridor within the intended completion date.

Reply: Tender condition shall prevail.

65. Under Point No. (c) of the Clause 30.2.1 of PCC current collection test with loaded train has to be carried out, for which permission to run the train on the track and arrangement of loaded train with electric loco needs to be arranged. It is presumed that these arrangements, permissions shall be arranged by employer without any cost to the contractor.

Reply: Tender condition shall prevail.

66. As per Clause No. 34.2.3 of PCC point (B) for works not similar in nature cost of work will be derived on basis of applicable schedule rates or LARs of zonal or Metro Railways. If there are more than one schedule rate or LAR is available whether the highest available rate or lowest available rate or average rate shall be considered for extra item work. Kindly clarify. Further in the case of no such zonal schedule of rates or LAR is available it is mentioned that the cost shall be determined in accordance with prevailing market rates as determined in accordance with good industry practice by the engineers authority. Kindly clarify the procedure of such good industry practice" meaning how much percentage of overhead, transportation, packing forwarding, loading and unloading, safe keeping, storage, security, finance cost, wastage, scrap allowance, testing charges, documentation cost, taxes, contractors margin will be added to the market available rate under the good industry practice. Kindly clarify.

Reply: Tender condition shall prevail.

67. We request you to add the following condition/event also as a cost compensation event under Clause No. 38 of the PCC.

h) If the programme of work is revised/changed by the employer for his convenience or delays in providing the site access, clearances, approvals, payments beyond the time frame for providing the same as mentioned in the tender document.

Reply: Tender condition shall prevail.

68. As per Clause No. E of the price adjustment/contract data of PCC the price adjustment stops at the time of original completion date if the indices further increase beyond the original completion date even if the contract completion period is extended under clause 26.5 of PCC on Employers account. The price adjustment should be allowed for any change during the revised completion period without freezing the use of indices only upto the indices upto the original completion period. We request you to modify this clause accordingly and issue a corrigendum/addendum.

Reply: Tender condition shall prevail.

69. The percentage breakup of each item of work is required for calculation of price variation. As per price schedules we are required to quote only lump sum amounts only which include amounts of all the activities of design, steel supply, copper conductor supply, foundation work, erection, bracket supply, erection, testing commissioning etc. How and what is the procedure to be adapted for giving such break up of rates in the tender. Kindly clarify.

Further please clarify /advise whether such break up rates for each activity should be disclosed while quoting/uploading the tender or it is to be provided subsequently after award of contract. Kindly clarify.

Reply: Tender condition shall prevail.

70. As per Clause VIII of approaches to project site of section 8A provided in the tender document contractor has to take permission from employer as well as Indian Railways before commencing the work on either side of existing IR tracks. Kindly clarify whether the permission has to be sought from employers personal and Indian Railway personnel deployed at site? Kindly elaborate the procedure of seeking permissions. Kindly clarify the permission of Indian Railway person will have to be taken from

- 1) What level of officer or personnel of Indian Railway. Kindly provide designation.
- 2) His office address or he will be available at site?
- 3) Permission to be sought verbally or in writing?
- 4) Permission will be granted verbally or in writing?
- 5) Please provide the format of seeking written application.
- 6) How much time we should consider for clearance/grant of permission from the date of application?
- 7) If IR personnel wants to visit the site and inspect who will arrange his conveyance, boarding and lodging?
- 8) Any fees or payment is required to be paid by contractor to Indian Railway for providing the permissions by Indian Railway.
- 9) The permission is required to be applied KM wise, Yard wise or for each foundation/mast location? Please clarify.
- 10) Is the contractor authorized by the Employer to directly approach Indian Railways or contractor have to apply for permission to employer and employer shall forward the application to Indian Railways or contractor should directly apply to Indian Railways on behalf of K Ride.
- 11) Does the contractor needs to get permission from Indian Railway electrical department or signalling department or engineering department of traffic/operation department or a nodal person will be nominated by Railway as a co-ordinator for granting the required permissions?
- 12) Whether contractor can apply for permissions daily basis/as on required or is the same is restricted to weekly/fortnightly or monthly periods?

Kindly clarify the above doubts and issue a clarification.

Reply: Tender condition shall prevail.

71. As per Clause XIV of approaches to project of Section 8A site tree cutting/trimming will be done by the contractor. Permission from forest officials will have to be arranged by him. Please note the contractor cannot approach the forest officer directly for permission. We request employer to provide the permissions from forest officials. We request you to make necessary changes in tender document.

Reply: Tender condition shall prevail.

72. As per Clause (4) of Section 8A, Contractor has to approach EIG, CRS for necessary statutory sanctions. Kindly clarify the following.

- 1) Is the contractor authorized to approach the EIG and CRS directly?
- 2) If yes, will the employer countersign contractors EIG and CRS application papers?
- 3) The cost of EIG inspection as well as CRS inspection to be included in the tender cost?
- 4) The cost of providing Loco and CRS special, traffic and power block, other logistics and arrangements required for CRS inspection has to be included in the tender cost?
- 5) The cost EIG inspection, SR. DEE inspection, tower wagon, other logistics and arrangements for obtaining EIG has to be included in the tender cost?
- 6) Indian Railway has to provide tower wagon, staff and officers for joint checking, tower wagon checking, turnout and crossover adjustments and checking. Whether the cost of providing these infrastructure is required to be included in the tender cost?
- 7) Whether the officers or personnel of Indian Railway other than electrical department need to inspect the installation and arranging the same, cost of such inspection fall under scope of this work?
- 8) Whether employer's person also is required to present in all inspections and matters of (1) to (8) mentioned above. Whether contractor needs to arrange any logistics or arrangement for such presence and the cost of the same to be included in the tender scope?
- 9) Will these inspections are to be carried out for each section as and when they are physically completed or there shall be only one inspection for the entire section from BYPL to HSR?
- 10) Will the CRS inspection of track and S&T shall be separately carried out? Whether separate CRS inspection has to be arranged and to be carried out for this work under this tender?
- 11) If the CRS inspection has to be carried out jointly the contractor for this work need to give a separate application or a joint application along with other departments/agencies. If a joint application needs to be submitted who will be the

lead for submitting the application? Will the cost be shared? How many times and when the cost needs to be shared?

12) If the CRS is delayed due to delays from other agencies/contractors what is the remedy and solution?

13) If the CRS gets repeated/redone due to the fault of other agencies/contractors shall the cost of repeat inspections reimbursed?

14) Based on CRS or EIG orders, if changes are required beyond the approved designs and requirements or due to inappropriate work by other agencies, do the contractor for this work gets paid for such work?

Kindly clarify and modify the tender documents accordingly.

Reply: Tender condition shall prevail.

73. As per Clause No. (iv) of approaches to site of Section 8A, the drawings and levels given regarding the existing site are required to be believed to be correct and indicative. Contractor is required to verify them and also examine them. No claim or allowance is entertained on account of any error or omission in the levels or strata turning out different during execution from what is shown on the drawings. However if the Employer has made changes to the levels for his convenience or as per requirements and they are different to levels in the data provided by the employer along with the tender, then the contractor has to be compensated for the cost arising out of such deliberate changes. Kindly modify this condition suitably to include this provision.

Reply: Tender condition shall prevail.

74. As per Clause (5) of Section 8(A) contractor has to apply to appropriate authorities for allocation of radio frequencies. According to our experience the contractor is not eligible to apply for such radio frequencies. Kindly modify this clause accordingly.

Reply: Refer corrigendum-2 point no.13.

75. As the contractor need to arrange CRS and EIG inspection, is there any official fees payable by the contractor for the statutory agencies? Kindly clarify the present rules and regulations. As per our experience the EIG and CRS have always been arranged by employer/customer. Kindly provide rules and regulations, fee structure of EIG and CRS as this information is not available in any Public Domain or WEB Portal. This will help in estimating and including such costs in the tender price.

Reply: Tender condition shall prevail, also refer corrigendum-2 point no.12.

76. In the site information of transmission line crossings provided at Page No. 276 of tender document there may be requirements of modifying certain crossings as per EIG and CRS requirements. But scope of work narrated in the tender document does not include any work related to modification to transmission line or over line crossings. Do we have to include cost of such modifications in tender cost or employer is arranging the same through other agencies? Kindly clarify and provide the required data of modifications if any required in the tender document

Reply: Tender condition shall prevail.

77. The site information provided at section 8A Page No. 277 provides data of railway level crossings. As the section is already electrified the height gauges, bonding and earthing, barricading have already provided at all level crossings. No specific work requirement is mentioned in the tender document related to level crossings. Is any new height gauges or relocation of level crossings to be considered in the tender cost? Kindly clarify.

Reply: There is no scope of supply and erection of any height gauge, However, firm has to provide protective screen on FOBs and ROB as per the RDSO standard drawings.

78. As per the tender description (name of the work) the section where the work is required to be carried out is from Hosur (KM 159) including to Bypanahalli Cabin a (KM 205.5) excluding. As per mile stone given in the tender work is required to be carried out for Hosur (including yard section) CH 157/300 to Byappanahhali CH: 205/500 including CHT and connection. As per Section 8A Page No. 277 & 278 the details of railway station are given as Hosur 158/407 No. of Lines (5) & Byappanahally Cabin A Chainage 206/500 No. of lines (2).

As per Price schedules given at Section 9 Page No. 457, the chainage of OHE is mentioned as KM-159.000 to 205.500. Kindly clarify which chainage is to be considered for arriving at the cost of the tender.

KM-159 is Salem end of the Hosur station and KM 157/300 is Anekkal end of Hosur station. Kindly clarify the actual chainages of work execution in Hosur & Byappanahalli to access the scope and actual involvement in modification works.

Reply: The OHE work in this tender is from Baiyyappanahalli Cabin A (205/500) to Hosur (Ch:157/300). However, the payment is in TKM and the Firm shall be paid proportionately for any increase in total TKM. Also refer Corrigendum-2 point No.15 & 16.

79. As per Clause No. (J) of Clause 9.1 of Section 8(A) the scope of work includes removal of existing overhead line/conductors wherever required. Kindly clarify where this work has to be carried out as the same is not part of OHE work detailed in the tender. This detail is required for considering and include such cost in the offer/bid. Kindly provide details of overline structures required modifications to estimate and include cost of such modifications in the bid.

Reply: Answered in question no.12.

80. As per Clause No. (M) of Clause 9.1 of Section 8(A) the water proofing of the platform shelter where the mast has been provided under cover over platform. Kindly clarify.

1. Whether water proofing is required to be done by the contractor of this work for already existing masts and portals or only for the new masts and portal being erected now under this tender?

Reply: Water proofing required to be done by the contractor for new mast portal and at locations where erected mast portals are dismantled in modifications.

2. Whether water proofing is required to be done by the contractor in the existing platform shelter if the mast is dismantled?

Reply: Yes.

3. Whether water proofing is required to be done by the contractor if the platform cover over shed is erected after the masts and portals are erected or available at site prior to the erection of platform cover over shed? Kindly clarify.

Reply: No.

81. As per the list of document required to be submitted by the contractor at point (2) of the list RITES/Factory acceptance test certificates are to be provided by the contractor for equipment to be used in the contract. Kindly clarify

1. Whether RITES inspection will be arranged by the employer or contractor?

Reply: contractor

2. Whether RITES inspection fees such as stage inspection, multiple inspection and final inspection fees shall be paid by employer or to be included by the contractor in the cost of the tender?

Reply: RITES inspection charges shall be borne by Contractor.

3. As per Railway Board guidelines materials/equipment of less than five lakhs shall not be inspected by RITES. In such cases consignee has to inspect the material. Will the employer carry out inspections in such cases? Is there any fees or cost of inspection payable to employer by the contractor in such inspections?

Reply: Refer Corrigendum-2 point No.14

4. If RITES delays the inspection or postpones the date of inspection causing delays in supply such delays shall be considered for extension of time of project completion by the employer? Kindly clarify.

Reply: Tender condition shall prevail.

82. As per Point No. 8 of document to be submitted by the contractor mentioned at Section 8A, contractor is required to provide updated EMC control plans & certificates. Shall the employer provide existing EMC plans to the contractor for updation or the contractor has to carry out survey and design of EMC plan from scratch? If so what are the EMC plans desired/expected by the contractor? Employer is requested to provide the format and type of EMC plans desired by the employer to consider the cost of such work in the tender bid.

It is also mentioned that joint inspection test report with Indian Railway has to be provided by the contractor. Whether the joint inspection test report with Indian Railways refers to EMC plans or executed OHE and PSI works?

Kindly clarify the above doubts and provide details.

Reply: Refer corrigendum-2 point No.10.

83. As per Point No. 11 of the document to be submitted during construction stage by the contractor provided in Section 8A, contractor has to maintain various registers and get certified by the engineer in charge. Kindly clarify whether contractor has to obtain engineers certification on daily basis, weekly basis or monthly basis? Whether engineer's certification shall be done at engineers office or contractors site office?

Kindly clarify the above points.

Reply: Certification of all registers/DPRs shall be done on daily basis. However, tender condition shall prevail.

84. As per Point 14 of the documents to be submitted by the contractor at Section 8(A) he has to provide/submit other documentation as required by the Engineer. We request you to provide the list of such "Other Documentation".

Reply: Tender condition shall prevail.

85. As per Clause No. 9.3 of Section 8(A) Point NO. 6, the latest RDSO/Railway Board guidelines shall be applicable, if any revised guidelines is being issued. Kindly clarify the meaning of latest. Whether latest means 28 days prior to date of bid submission or as and when the authority issues a latest guidelines any time even after bid opening? Kindly clarify.

Reply: Refer corrigendum-2 point no.11.

86. As per Clause No. 9.3 of Section 8A point VIII contractor is solely responsible for correctness of approved drawings, positions, levels and dimensions. Will the contractor gets paid if such an approved drawing needs to be changed/revised or work has to be modified if the employer or other agencies change positions, levels and dimensions for their conveniences or any other reasons after the drawing is approved or work as per approved drawing has already been carried out? Kindly clarify.

Reply: Tender condition shall prevail.

87. As per Clause No. 9.7 of Section 8A, the details codes and specification to be followed by the contractor can be obtained by the contractor on payment. Kindly let us know the amount to be paid by the contractor if he is interested in obtaining these details for his record and calculation of tender price.

Reply: will be shared once the work is awarded.

88. As per Point (e) Quality Assurance Programme is provided for material/equipment being supplied at site. All materials being supplied are from CORE/RDSO/Railway/K Ride approved suppliers whose quality assurance plans have been prescribed/approved by the respective authority. The material also gets inspected by employer/employer's representative before it is delivered at site. Hence question of having separate quality assurance plan for supply of material does not arise. We request you to delete this para and issue a corrigendum/addendum.

Reply: Tender condition shall prevail.

89. As per Section 8B – Technical Specification Page No. 391 stringing of catenary is to be carried out from reel of wiring train. Similarly contact wire also has to be carried out from reel wagon of wiring train as mentioned at Page 392 of tender document. Kindly confirm whether reel wagon and wiring train will be provided by K Ride? If yes whether K Ride will also provide diesel engine or UTV for movement of reel wagon and wiring train. Kindly also clarify whether K Ride provide dedicated siding for stabling of reel wagon and wiring train and enabling loading/unloading of catenary/unloading of catenary and contact wire drums. Moreover if the catenary and contact wire stringing needs to be done using reel wagon and wiring train, it can be done after track works are completed and cleared for movement of reel wagon and wiring train from their siding to work site through respective turnouts and cross overs as required. Kindly clarify and modify this clause as required to suit this project requirement.

Reply: K-Ride will not provide wiring train, UTV, Reel wagon, Locomotive etc. Also refer Corrigendum-2 point No.9.

90. As per Clause No. 30.6 (a) of PCC contractor has to obtain EIG and CRS approval even for temporary works. Kindly clarify whether for carrying out modification works such as replacement of masts, bracket replacement, load transfer, splicing and extension of existing OHE contractor has to obtain EIG & CRS approval prior to execution of such works. Kindly clarify.

Reply: Tender condition shall prevail.

91. As per Clause No. 30.6 (b) (i) prior to commercial operations of passenger traffic, the employer may permit freight train. As per general practice and accepted norms, the running of freight trains is considered as “Commercial Train Operations”. Once the commercial operations have commenced the installation is deemed to be taken over after which contractor is responsible for guarantee and defect liability of installation. He is not authorized or liable to provide any safety of train operations. Kindly confirm.

Neither in SCC or in the contract data the number of days for commencement date from LOA is not mentioned. Kindly provide the detail/clarification.

Reply: Tender condition shall prevail.

92. Point No. (6) (b) of Section 8A details of transmission line crossings have been provided by you. As per our experience 220KV transmission lines detailed at (7) CRLM-BLRR chainage 193/800 & detailed at (9) BLLR/BYPL chainage 203/360 are required to be modified. Further all 11KV transmission lines have been already modified to underground cabling. The BYPL-HSR single line was electrified in Feb. 2020 with the same transmission line crossings without any modification. Further the final track level of the second line may vary from the existing single line, which may be at a higher level with respect to the existing line, which may necessitate relocation of transmission line towers or two pole structures and cable extension. The scope of such works cannot be estimated for quantity and cost to be included in the tender for this scope.

It is requested that the scope of modification, relocation of transmission line, relocation of two pole structures, extension of 11KV cable etc. may please be deleted from the scope of this contract we request you to issue the required.

Reply: Tender condition shall prevail.