

REPLY TO PRE-BID QUERIES

S. N	Clause Reference	Relevant Quote	Query/ Comment/ Suggestion	Employer's Response
1	Section 2 ITT 29 Pg. no. 29	29. PERFORMANCE SECURITY 29.1. Within 28 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10%of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component) in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract. Banker's cheque / E-Bank Guarantee/Demand draft/Pay Order/ BG in favor of K-RIDE, Bangalore or A bank guarantee in the form given in Section 10.	We request you to kindly consider Performance Guarantee as 3% of the accepted contract value, as most of the other railway and Metro rail departments are accepting the same.	Refer SN 1 of Corrigendum 2
2	Section 7 PCC New Clause 4.2 Pg. no. 187	4.2 Security Deposit An additional para added below 4.2(e)	We request you to kindly consider Retention Money of 5% of the accepted contract value in the form of Bank Guarantee to maintain easy cash flow.	Refer SN 2 of Corrigendum 2
3	Section 6 CA 29 Pg. no. 109	29. Advance Payment I. Mobilization Advance: 5% of the contract price (In Two Installments) The mobilization advance payment shall be made as per Section-7/PCC, Clause 42.1.	We request you to kindly provide an interest-free Mobilization Advance of 10% of the accepted contract value please.	Tender condition prevails.

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		<p>II. Advance against Plant and Machinery: 5% of the contract price (In Two Installments) The mobilization advance payment shall be made as per Section-7/PCC Clause 42.2.</p>		
4	Section 6 CA 15 Pg. no. 107	<p>15. Defects Liability Period 6.1 of PCC -730 days</p>	We request you to kindly consider DLP as 12 Months please, as most of the other railway and Metro rail departments are accepting the same	Tender condition prevails.
5	Section 8A ER 15.9 Pg. no. 303	<p>Utility Diversions Utility identification at foundation locations shall be carried out by the Contractor in advance. The Contractor shall modify the reference structural design confirmed in the Tender Drawings to save the utilities as directed by the Statutory Authority within the accepted Lump Sum price. The relocation/diversion of the utility shall be undertaken by the contractor. The removal/diversion plan shall be approved by the Utility owning agency.</p>	Please clarify UG/OH utilities shifting under whose scope? Also please clarify how the payment will be made for this? Also please confirm the materials found shall become property of contractor or not.	Tender condition prevails. Any utility identification and relocation / diversion / protection during construction is in the scope of the contractor. The payment shall be made under Schedule - C

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6	Section 9 PS Pg. no. 907	<p>Schedule of Payment A-1, G5</p> <p>Regular maintenance and repair of existing roads, service roads, footpaths, the construction and maintenance of temporary diversions as required for traffic management during construction period to keep them in traffic-worthy condition. This shall include the original reinstatement of the roadway as approved by the Engineer.</p> <p>Note: Payment for this milestone shall be spread pro rata commencing 3 months after the Commencement Date up to the Completion Date.</p>	Please clarify Road Diversion if any, shall come under whose scope? Also please clarify how the payment will be made for this?	Tender condition prevails.
7	Section 8A Part-1 ER 7.6 Pg. no. 263	<p>7.6. Demolition of Structures</p> <p>The Contractor shall demolish and dispose of all resultant demolition materials for all structures including buildings, drains or any other structures, to facilitate the construction of the work under the Contract.</p>	Please clarify that the existing building dismantling and disposing of the debris which are coming in this alignment are under whose scope? Also please clarify how the payment will be made for this? Also please confirm the materials found shall become property of contractor or not.	Tender condition prevails.
8		General	We presume that for any railway line blockage K-RIDE will be coordinate with the Railways and give the clearances for execution of the works – Please confirm.	The Employer shall assist for getting Railway line blockage from Railways if required in a suitable time frame after receipt of the

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				<p>program of railway line block from the contractor.</p> <p>The Contractor shall, in consultation with the Employer's Engineer, submit a weekly program of Blocks.</p>
9		General	Please provide the softcopy (AutoCAD) of all the drawings. Also provide the Alignment Drawing throughout the length of the proposed Line.	Recommended to download from https://www.kride.in
10		General	We request you to Please provide the KMZ file (Alignment imposed in Google Earth) for this package.	Recommended to download from https://www.kride.in (Tentative, only for reference.)
11	Section 8A Part-1 ER & 9 PS Pg. no. 365 & 908	<p>Annexure – III: Tree Cutting and Forest Clearances-in Process</p> <p>The permission for obtaining tree cutting/translocation is in progress with BBMP and Forest Department. The tree enumeration list and joint inspection with Forest officers / BBMP / TEC is in progress.</p>	Please clarify Tree cutting are under whose scope? Also please clarify how the payment will be made for this?	Tree-cutting is in the scope of the successful bidder and the payment for relevant work shall be made under G10 of Schedule – A1

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12	Section 2 ITT 28 Pg. no. 29	<p>28. Notification of Award and Signing of Agreement</p> <p>28.1. The tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p>	Please confirm the scope of works the scope of work during the maintenance period.	The scope of the work during the maintenance period shall be finalized after the completion of execution.
13	Section 1 IFT Corrigendum 1 SN. 06	Last Date and Time for Receipt of Tenders Dated: 30.08.2023, IST 15:00 Hrs. (Only electronic Tender permitted)	The tender conditions are an amalgamation of various critical conditions & specifications primarily incl. design & build type stations, which would require more time to submit optimum bid after reviewing all aspects. Hence the employer is requested to kindly amend the same as below duly recognizing the same: Last Date and Time for receipt of Tenders Dated: 30.09.2023, IST 15:00 Hrs. (Only electronic Tender permitted)	Refer SN 4 of Corrigendum 2

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15	Section 2 ITT 29.1 Pg. no. 29	<p>PERFORMANCE SECURITY 29.1 Within 28 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10%of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component) in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.</p>	<p>1. Ministry of Finance, Department of Expenditure has issued office memorandum no. F.No. G-20016/01/2020-TF-II dated 17.11.2020 for reduction of Performance Security to 3% for all existing/forthcoming projects for facilitation of construction agencies. The employer is hereby requested to amend the relevant clause, accordingly. 2. The employer is requested to waive off additional security for unbalanced tenders i.e., additional security at 50% of the estimated cost of the unbalanced component, as the same is deemed to be included in the original Performance Security.</p>	<p>1. Refer SN 1 of Corrigendum 2 2. Tender condition prevails</p>
16	Section 2 ITT 29.1 & 25.6 Pg. no. 29 & 39	<p>PERFORMANCE SECURITY 29.1 Within 28 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10%of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component) in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.</p> <p>25.6 Conversion to Single Currency</p>	<p>The employer is requested to clarify the calculation for additional performance security as the referred clauses are contradictory in nature. Kindly clarify the same.</p>	<p>Tender condition prevails</p>

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17	Section 2 ITT 25.5 Pg. no. 28	<p>EVALUATION AND COMPARISON OF TENDERS 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of Priced Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.</p>	The employer is requested to provide estimated tendered amount for submission of optimal & balanced financial bid.	Tender condition prevails
18	Section 5 35.4 Pg. no. 96	<p>PAYMENTS FOR VARIATIONS 35.4 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.</p>	The contractor presumes that provisional payment for BOQ items beyond 25% of the variation and non-tendered shall be paid by the employer till the rates for the same are finalized. Kindly confirm the same.	Tender condition prevails

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19	Section 5 40 Pg. no. 97	PRICE ADJUSTMENT CHANGE IN COSTS - PRICE ADJUSTMENT PRICE ADJUSTMENT CLAUSE FOR WORKS CONTRACTS (b) The Price adjustment shall be determined during each quarter from the formula given in the contract data.	The employer is requested to amend the clause as follows, "The Price adjustment shall be determined during each month from the formula given in contract data." Kindly consider our request as it is standard industrial practice.	Tender condition prevails
20	Sections 5 & 7 Pg. no. 92 of CC and 132 of PCC	INSURANCE 13.6 General Requirements for Insurance	The employer is hereby requested to waive off the subject condition considering the fact that already the contractor has indemnified the employer against various losses through professional indemnity, performance security, retention, damages, and other insurances as per laws & contractual provisions comprehending all risks till completion of defect notification period as stipulated.	Tender condition prevails
21	Sections 7 PCC Pg. no. 150	PAYMENTS 37.4 Payment	The Employer is requested to amend the subject clause as follows "Next interim payment (excluding provisional payment) shall be made after 80% payment of the preceding amount of IPC has been paid"	Tender condition prevails

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22	Section 6 CD 21 Pg. no. 107	<p>Part A – Contract Data</p> <p>21. Right of Access to the Site within the time limit</p> <p>22 of CC/PCC</p> <p>The Construction Right of Access for two (2) stations (excluding entry/ exit areas) will be handed over within thirty (30) days from the Commencement Date. The scheduled Right of Access to remaining stations will be given progressively and in line with the requirement of the approved program.</p>	<p>1. The employer is requested to clarify which stations will be handed over in a progressive manner as specified in the contract agreement.</p> <p>2. The employer is requested to specify the status of land availability for stations and the status of already obtained permissions if any.</p>	It shall be informed to the successful bidder.								
23	Section 6 CD 04 Pg. no. 106	<table border="1"> <thead> <tr> <th>SN</th> <th>Conditions of Contract.</th> <th>Clause/ Sub-Clause</th> <th>Data</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>A. Mobilisation date for the preliminary activities. B. Start of Designs</td> <td>PCC Clause Iv, Definition</td> <td>The contractor shall mobilise resources, establishment of project office & casting yard, survey, GTI and design work from 28 days of issue of LOA. The contractor shall start the activity of Designs immediately after issue of LOA.</td> </tr> </tbody> </table>	SN	Conditions of Contract.	Clause/ Sub-Clause	Data	4	A. Mobilisation date for the preliminary activities. B. Start of Designs	PCC Clause Iv, Definition	The contractor shall mobilise resources, establishment of project office & casting yard, survey, GTI and design work from 28 days of issue of LOA. The contractor shall start the activity of Designs immediately after issue of LOA.	Kindly extend this duration as it is not possible for any experienced agency to establish a project office & casting yard in 28 days. as its several activities are dependent on other activities. Kindly consider our request.	Refer SN 3 of Corrigendum 2
SN	Conditions of Contract.	Clause/ Sub-Clause	Data									
4	A. Mobilisation date for the preliminary activities. B. Start of Designs	PCC Clause Iv, Definition	The contractor shall mobilise resources, establishment of project office & casting yard, survey, GTI and design work from 28 days of issue of LOA. The contractor shall start the activity of Designs immediately after issue of LOA.									

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24	Section 6 CD 34 Pg. no. 110	SN	Conditions of Contract.	Clause/ Sub-Clause	Data	The monthly bill amount for the initial and final months of the project is liable to not achieve the stated requirement of a minimum of 1% of the contract price. The employer is hereby requested to waive this clause so that the contractor's financial cycle remains unhindered.	Tender condition prevails.
		34	Minimum Amount of Interim Payment Certificates	37.3 of PCC	One percent (1%) of the Contract Price in the currency(ies) and proportions of the Accepted Contract Amount.		
25	Section 6 CD 45 Pg. no. 111	Part A – Contract Data Other insurance required by local practice 13 of CC& 13.6 of PCC i. All insurance in terms of Clause 13 of Contract Conditions shall include risks related to relocation/ shifting/ removal of Utilities, tree cutting, relocation or plantation including utility owning agency's subcontractor if any (except overhead and underground electric transmission lines above 33kV) ii. All the other insurance as per the Laws.				The contractor is not liable for risks related to shifting/removal of utilities or tree cutting/relocation/plantation, as the same is executed by utility owning agency or government departments and taking insurance of such works shall not be a part of the contractor's scope. Kindly consider our request.	Tender condition prevails
26	Section 6 CD Key Dates Pg. no. 113	Annexure – 1 Part A – Contract Data KEY DATES GEKD01 - 84 - Submission and Engineer's approval of Contractor's Detailed Baseline Program. (Section 8A, Part-1, Clause 3.4.2) - 0.01% of the price quoted in Schedule 'A' per week of delay for the key date. GEKD02 - 84 - Engineer's approval of, and mobilization of, all Key Personnel (Section 8A,				The contractor is not liable for risks related to shifting/removal of utilities or tree cutting/relocation/plantation, as the same is executed by utility owning agency or government departments and taking insurance of such works shall not be a part of contractor's scope. Kindly consider our request.	Tender condition prevails

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		<p>Part-1-Clause 1.3 and 1.4) - 0.01% of the price quoted in Schedule 'A' per week of delay for the key date</p> <p>GEKD03 - 84 - Submission and Engineer's approval of Contractor's Design, Quality, Health & Safety, and Environment policies and manuals. (Section 8A, Part-1 Clauses 5, 6, and 17) - 0.01% of the price quoted in Schedule 'A' per week of delay for the key date.</p>		
27	<p>Section 7 PCC New Clause 6.12 Pg. no. 205</p>	<p>Extension of Defects Liability Period</p> <p>6.12.1 The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 6.2 have been remedied.</p> <p>6.12.2 Any Materials or Works with Defects identified under Clause 6.2 and replaced or repaired during the Defects Liability Period or the extended Defects Liability Period, as the case may be, would be further warranted for a period of twelve (12) months from the date of completion of such repair or replacement.</p>	<p>The contractor presumes that the scope consists of rectifying defects, if any, arising during the defect's liability period only and not for defects arising after the completion of DLP.</p> <p>Kindly clarify the same</p>	Tender condition prevails
28	<p>Section 7 PCC 22 Pg. no. 136</p>	<p>22. RIGHT OF ACCESS TO THE SITE</p>	<p>1. The employer is requested to waive off this clause as the responsibility of providing encumbrance/obstruction-free land in all respects falls under the employer's obligation.</p> <p>2. If the contractor suffers any delay as a result of a failure by the Employer to</p>	Tender condition prevails

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			<p>give any right or possession within the predetermined time limit then the contractor shall be entitled to payment of permissible monetary claim. Kindly consider our request.</p>	
29	<p>Section 7 PCC 26.8 Pg. no. 138</p>	<p>EXTENSION OF THE INTENDED COMPLETION DATE 26.8 Extension of Time for Completion with Delay Damages</p>	<p>In the opinion of the contractor, liquidated damages are already imposed on the contractor for non-achievement of key dates, which already covers the failure to achieve desired targets and in addition to it, implementation of this clause shall significantly hamper the contractor's financial cycle. Kindly waive off the same.</p>	Tender condition prevails
30	<p>Section 7 PCC 2.2 Pg. no. 126</p>	<p>PRIORITY OF DOCUMENTS</p>	<p>iv. Addenda, Corrigenda, and Pre-bid clarifications to the Tender v. Letter of Bid (in the format given with the bid document) and accepted Price Schedule</p>	Tender condition prevails
31	<p>Section 8A Part-1 ER 15.4.2 Pg. no. 294</p>	<p>15.4 Clearances, Investigations, and Reinstatement 15.4.2 The Permanent Works shall allow for provisions for the installation of IR / Metro railway operating equipment without infringement of the structural gauge as confirmed by the project Schedule of Dimensions (SOD).</p>	<p>As some parts of the works fall under existing Indian railways ROW, the employer is requested to share the status of available working permission.</p>	It will be provided to the successful bidder.

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32	Section 8A Part-1 ER 15.5.12 Pg. no. 299 & 363 and Corr.1 Pg. no. 10	<p>15.5.12 Logistics Areas The Employer will not provide any land for logistics areas, casting yards, or offices. The Contractor shall identify the land they require and procure the same at their own cost.</p> <p>Corrigendum 1 – Reply to Pre-Bid Query – SN 18</p> <p>Annexure – I: Right of Access to the Site</p>	<p>The employer is requested to amend relevant contractual provisions as well as the employer's response for the Prebid query under corrigendum 1 for the arrangement of land for logistics areas, casting yards, dumping sites, or offices near to site (of 6 hectares approx. area at one or more location) under its scope, in line with general industry practice which would be very difficult as well as a time-consuming task if arranged by any private organization instead of Govt. organization (i.e. employer) duly considering such stringent time schedule.</p>	<p>Refer SN 18 of Reply to pre-bid query of Corrigendum 1</p>
33	Section 8A Part-1 ER 15.9.8 Pg. no. 304	<p>15.9 Utility Diversions 15.9.8 Any incidental and unforeseen works under this Contract shall also be deemed to be included in the Schedule 'A'.</p>	<p>The employer is requested to review the payments works termed as "unforeseen" on the bid submission date and amend the subject sub-clause as below: Any incidental and unforeseen works under this Contract shall also be paid as per conditions of the contract stipulated under PCC sub-clause 34.2.3 (C) accordingly.</p>	<p>Tender condition prevails</p>

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34	Section 8A Part-2 ER 36.2 Pg. no. 432	36 Architecture Design Criteria 36.2 Station Planning (SAP) Guidelines	All stations except one are either adjacent to the existing railway track or crossing the existing Indian Railway Track. Few steel structures like FOB etc. proposed for construction are crossing the running track and their foundations are falling close to the track. It seems that the existing railway is an electrified section as such Power block or traffic block where ever required for the movement and working of machines will be arranged by KRIDE	The Employer shall assist in getting Railway line blockage from Railways if required in a suitable time frame after receipt of the program of railway line block from the contractor. The Contractor shall, in consultation with the Employer's Engineer, submit a weekly program of Blocks.
35		General	We request the Employer to kindly restrict the design scope of works for stations for Civil and Structural works including Steel FOB, roof structure, and PEB works for stations with all associated works (Excluding Architectural Finishes and E&M works), as which are to be executed by Contractor for this package.	The station EPC contractor scope is limited to civil works and DDC for architectural finishes and MEP works till the completion of civil works only. The construction support services for architectural finishes and MEP works by DDC are deleted beyond the duration of completion of civil works.

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36		General	In the current railway practices, I girder is used for the construction of Foot Over Bridges (FOB). But in the drawing, the FOB showed as a truss. Kindly clarify.	Buildup Steel section "Trough Type", similar to railways/metro provision.