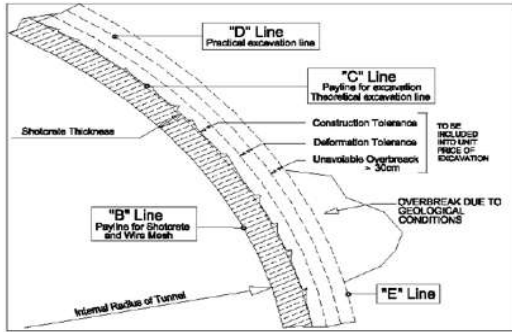


Gongri HE Project (144 MW) Pre Bid Queries				
S.No.	Document /Clause No.	Provision in the Document/ Addendums	Clarification/Modification Requested	Pre Bid Replies
1	Section-III – Evaluation and Qualification Criteria (EQC)/ 2.3 (b)	(b) Experience of Technical Qualifying Requirement in Planning, Design and Engineering	Kindly allow experience of EPC Contracts having installed capacity of 36 MW or more in a completed / on-going (60% of Contract Value completed) Hydro-electric project which includes a Barrage, Head Race Tunnel and Power House.	Please refer Ammendment
2	Section-III – Evaluation and Qualification Criteria (EQC)/ 2.3 (d)	Experience in Key Activities in Hydro-mechanical works Successful experience in design, manufacturing, installation, testing and commissioning of the following Hydro Mechanical items/works in Hydro / Pumped Storage /Water Resource Project in preceding 20 (Twenty) years ending on last date of submission of Bids. a) Radial Gate: Design, manufacturing, supply installation, testing and commissioning of Radial Gate operated by hydraulic hoist with AxH = 2500 m3 or more b) Penstock: Design, manufacturing, supply, installation, testing and commissioning of Penstock/steel liner with DxH = 650 m2 or more. Where: "A" denotes an area (Clear Width by Clear Height) for One Gate in m2."Clear Width" denotes distance between inner faces of two opposite piers in meter. "H" (for Gates) denotes the normal design head at the	It is requested to modify the clause as below: Successful experience in design, manufacturing, installation, testing and commissioning of the following Hydro Mechanical items/works in Hydro / Pumped Storage /Water Resource Project in preceding 20 (Twenty) years ending on last date of submission of Bids. a) Radial Gate: Design, manufacturing, supply installation, testing and commissioning of Radial Gate operated by hydraulic hoist with AxH = 1800 m3 or more. b) Penstock: Design, manufacturing, supply, installation, testing and commissioning of Penstock/steel liner with DxH = 350 m2 or more. This modification will allow the bidder to qualify themselves, enabling them to quote competitively under a single point of responsibility and smoother interfaces. Consequently, this reduces reliance on the limited number of HM Sub-contractors who control the prices	Accepted,Rest Remains same 1. Radial Gates : Project's Requirement (AxH) = 1500 m3 2. Penstock : Project's Requirement (DxH) = 420 sqm 3. Vertical Lift Gate : Project's Requirement (AxH) = 430 m3 Refer Amendments to Evaluation Qualification Criteria)
3	Section-III - Evaluation and Qualification Criteria (EQC)/2.3 (e)	(e) Experience in Key Activities in Electro-mechanical Works General Experience Experience as prime contractor or as partner in a Joint-Venture/ Consortium or Manufacturer or Subcontractor approved by Owner of executing large Electromechanical contract value (completed/ongoing (Substantial Completed At least 60% of Contract Value)) in INR 90 Crore (Indian Rupees Ninety Crore only) (or equivalent other foreign currencies, i.e. US \$ / Euro etc.) or more in Hydro / Pumped Storage project in the last 20 (Twenty) years ending on last day of the month previous to the one in which bids are invited. Specific Experience: Successful experience, either by the Bidder itself or by the proposed manufacturer who have given authorization to the bidder in required format, in design, engineering, manufacturing, erection, testing and commissioning of the following electromechanical items / works in preceding twenty (20) years. The beginning and end date to be adopted for evaluation should fall within the preceding 20 years reckoned from the last day of the month previous to the one in which bids are invited. i) Hydro Turbine-Generator Unit with Vertical Shaft Francis Turbine and Synchronous Generator having a rated output of 60 MW or higher at generator terminals. Notes: Experience of Supervision of erection,	Kindly allow experience of EPC Contracts having installed capacity of 36 MW or more in a completed / on-going (60% of Contract Value completed) Hydro-electric project.	Accepted, 2.3 E of EQCEPC Contracts having installed capacity of 36 MW or more in a completed / on-going (60% of Contract Value completed) Hydro-electric project. Rest Para of 2.3 e (Under Specific Experiences)remains same with following changes (i)Hydro Turbine-Generator Unit with Vertical Shaft Francis Turbine and Synchronous Generator having a rated output of 36 MW or higher at generator terminals. Refer Ammendment
4	General PQ and Documentation requirements	Submission of details / Technical Data sheets etc. including finalization of the agencies against the requirement of Hydro-Mechanical Works and Electro-Mechanical Works	Submission of details / Technical Data sheets etc. including finalization of the agencies against the requirement of Hydro-Mechanical Works and Electro-Mechanical Works shall be allowed after award of the Contract, Six months prior to commencement of respective activities as per Construction Schedule. Since the EPC Contractor is providing complete Performance Security, this option will add more negotiation power to the Bidder and will result in quoting more competitive Bid price.	Tender Conditions shall Prevail and Refer Ammendments

5	PCC Cl. 14.17	Taxation/Duties/Levies Etc.: The Contractor shall be responsible for payment of all Taxes / Duties / Levies etc. The Contractor's prices are deemed to be inclusive of all such taxes/duties/levies etc.	We request that the Contract Price be defined as exclusive of GST, as GST does not constitute income to the Contractor and is merely a statutory levy collected on behalf of the Government.	Tender Conditions shall Prevail
6	Section I, ITB Cl 46	Project Information – Construction Material: Three shoal areas and one rock quarry were identified in the project area from where all in aggregates may be exploited. From these proposed borrow areas and quarry area, a total of 3.60 Lakh m3 of usable reserves will be available. Further from spoils generated from compulsory excavation, about 7.66 Lakh m3 material will be available. Combining the volume of material available from various sources a total of 11.26 Lakh cum of material will be available for use as concrete aggregates, which is about 1.4 times more than the required quantity.	The location and lead to respective project components shall be included in the Bid documents	Tender Conditions shall Prevail
7	Section 6, Employers Requirements Cl. 1.18 b)	Borrow Pits and Stockpiles: The Contractor shall submit management plan for acquiring, processing and stockpiling stone/ sand material from designated quarry/ borrow pit area indicated in the bid document for the Employer's approval. If required the Contractor shall be responsible for locating and acquiring additional borrows pits and stockpiles, in addition to the designated quarries/ borrow pits and stockpiles. Whether the Contractor obtains materials from the designated or their own borrow pit, it shall be the responsibility of the Contractor to ascertain the suitability of the pit with respect to the quantity and quality of the materials, which shall be acceptable for the work. The Contractor shall pay all necessary costs towards, leases if any, fees, taxes, levies or royalties to the appropriate parties/agencies/authorities and follow all relevant regulations.	During construction, if the employer identified borrow areas, quarries found unsuitable or insufficient then contractor shall be reimbursed for identification of alternative sources with time and cost (including additional haulage if required) adjustment through variation order.	Please Refer Annexure 2 (Amendments to Employer's Requirement)
8	Section 6, Employers Requirements Cl. 1.18 a)	Excavated surplus materials: The contractor shall dispose-off all excavated surplus materials and spoils to muck disposal areas designated by the Employer and indicated in the bid document. Usable excavated materials shall be stacked separately for subsequent extraction and use.	a) Location of Dumping Yards including the leads from respective Project components shall be included in the Bid Documents. b) During construction if the employer designated dumping areas found unsuitable or insufficient then contractor shall be reimbursed for identification of alternative sources with time and cost (including additional haulage if required) adjustment through variation order.	Tender Conditions shall Prevail and Refer Annexure 2 (Amendments to Employer's Requirement)
9	PCC Cl. 4.2	Performance Security: The bank guarantees in currencies other than INR shall be acceptable only if these are issued by an International Bank of repute situated outside India (to be confirmed by their Branch in India or by any Scheduled Bank in India) or by an Authorised dealer in India as per guidelines issued by the RBI from time to time. The Insurance Surety Bond issued by an Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) in Indian currency (INR) shall only be acceptable.	We understand that, Insurance Surety Bond shall be acceptable instead of Bank Guarantee for Performance Security. Please confirm.	Accepted. Refer Annexure 3 (Amendments to PCC)
10	PCC Cl. 4.2	Performance Security: The Contractor shall, for due performance of the Contract, within a period of 28 days from the date of issue of Letter of Acceptance, submit to the Employer bank guarantees for amounts equal to five percent (5%) of the Contract Price in INR only valid beyond 60 days from the expiry of the defect liability period.	We request following modifications in Bid clauses, a) The Performance Security shall be reduced to 2% and the Retention Money shall be maintained as 3% so that the Total Security from the Contractor under the Contract shall be limited to 5% of the Contract Price. b) At least 60 Days' time shall be provided to submit the Contract Performance Bank Guarantee. c) Performance Security shall be released on completion of works, as the Retention Money is being kept till completion of Defect Notification Period. d) Retention money shall be released as and when the Bank Guarantee / Insurance surety bond is provided by the contractor without the limitation of 5 crores.	Tender Conditions shall Prevail
	PCC Cl. 14.9	Payment of Retention Money: Payment pursuant to approved progress referred to hereinabove shall be made by the Employer to the Contractor after deduction therefrom of the retention money which shall be @5% (five per cent) of the gross amount of each progress payment of works. The Contractor may substitute the Retention Money in multiples of Rs. 5.0 crore (Rupees Five Crores) with a bank guarantee in the form, and from a source, acceptable to Employer valid till the end of Defects Notification period		Please refer Annexure 3 (Amendments to PCC)

11	PCC Cl. 14.2	Advance Payment: Initial Mobilization Advance The amount of the interest-bearing initial mobilization advance payment shall be limited to Ten (10) per cent of the Contract Price (excluding Provisional Sums for Contingencies and amount of Day works) against requisite Bank Guarantee from scheduled bank and after the contract agreement has been signed, contract performance Bank guarantee has been submitted (as per clause no 4.2 of NIT, GCC, PCC, ITB etc.) and Construction program has been submitted and approved by the Employer. The advance payment shall be released in two stages with the first instalment not exceeding Five (5) percent of the contract price (excluding Provisional Sums for Contingencies & amount of Day works)	We request to provide interest free Mobilization Advance equal to 10% of Contract price against equivalent amount of Advance Bank Guarantee. We request to release the advance payment in single stage on submission of invoice and Advance Bank Guarantee / Insurance surety bond.	Refer Annexure 3 (Amendments to PCC)
12	PCC Cl. 14.2	Advance Payment: No Secured Advance (Material Advance) shall be allowed as per this contract.	Kindly provide the provision for interest free Material Advance against the major materials (i.e. Cement, Reinforcement Steel, Structural Steel, Aggregate/Sand etc.) brought to site limited to 90% of its value which shall be adjusted on monthly basis in the RA Bills.	Please refer Annexure 3 (Amendments to PCC)
13	PCC Cl. 14.2	Advance Payment: Advance Payment against T&P An interest free advance for plant, equipment and machinery required for the work and brought to site by the Contractor shall be given, if requested by the Contractor. The maximum of such advance shall be 5% (five per cent) of the Contract Price.	Machinery Advance of 5% of Contract Price will be inadequate. Please revise it to 10% of Contract Price limited to 90% value of equipment on hypothecation.	Tender Conditions shall Prevail
14	GCC Cl. 14.7	Timing of Payment: (b) the amount of payment which is due in respect of each statement, other than the final statement within 56 days after receiving the statement and supporting documents.	Request to add new clause at the end of this para as below. "The Employer shall release 80% of the value of Running Account Bill within 7days form the date of submission and balance 20% shall be released after verification of the documents, within 30days from the date of submission. For Payment of LS unit items / HM Works/ EM Works, payment mechanism will be submitted to Project manager by Contractor, after award of work for progressive release of payment on measurable quantity."	Please refer Annexure 3 (Amendments to PCC)
15	PCC Cl. 8.7	Liquidated Damages for delay in completion of the Works: Delay Damages shall be recoverable for delay in achievement of Intermediate Contract Milestones and Works as a whole at the following rates: 1. Delay Damages for the works as a whole: 0.025% of the Accepted Contract Price per day of delay in completion of Works as a whole. 2. Delay Damages for the Intermediate Contract Milestones: 0.015% of the Accepted Contract Price per day of delay in completion of each Intermediate Contract Milestones. The aggregate of liquidated damages so payable shall not exceed 10% (ten per cent) of the Contract Prices.	We request to reduce Liquidated Damages for Intermediate Contract Milestones to 0.005% per day of Contract price limited to 2% of Contract Price. We request to reduce the aggregate liquidated damages up to 5% of Contract Price, being a high value Contract.	Tender Conditions shall Prevail
16	PCC Cl. 13.3+B17	Variations and Adjustments: vi) Variation of any nature except the one mentioned at (v) above and other than the works mentioned in relevant conditions of clauses GCC & PCC data provided in the bid documents is not admissible. Deviations, delays, or cost impacts resulting from other causes (including but not limited to design changes, equipment failure, or contractor inefficiencies) are excluded from this Clause.	We request you to kindly allow 10% of Cost of Civil works to be utilized against Contingencies, against probable variations in the quantities to be executed, which is a common practice in EPC/Turnkey Contracts.	Tender Conditions shall Prevail
17	PCC Cl. 13.3	Variations and Adjustments: (iii) If the rate of any additional, altered or substituted item of work that cannot be determined in the manner specified in (i) & (ii) hereinabove then the rate for such item of work shall be the prime cost plus 15% (fifteen per cent) towards overheads & profit.	Request to change the percentage of Overhead & Profit as prime cost plus 20%.	Tender conditions shall prevail

18	PCC Cl. 13.3	Variations in underground works: This Clause applies exclusively to physical variations in subsurface conditions encountered during the execution of underground works, strictly compared against the Geological Baseline Report (GBR). Upon award of work, contractor shall submit the GBR and Geological Interpretative Report (GIR) in conformity with the information provided in bid docs for approval of the employer, which shall form the basis for treatment of variation arising out of geological reasons for the underground works..	We request you to clarify and confirm that all actual variations arising out of geological reasons shall be paid in full, without any absolute ceiling or maximum percentage cap on their cumulative value.	Tender Conditions shall Prevail , Additionally refer ammendment for more clarity
19	PCC Cl. 13.8	Firm price copponents: The Contract Price for component of Planning, Design & Engineering Works (Price Schedule 1), Hydro Mechanical Works (Price Schedule 3) and Electro Mechanical Works (Price Schedule 4) shall be firm during the currency of the Contract. The adjustment for the changes in costs for Civil Works (Price Schedule 2) shall be made and the amounts payable to the Contractor pursuant to Sub-Clause 14.3 shall be adjusted in respect of the rise or fall in the cost of labour, cement, steel, fuel and lubricants and other materials as per the procedure specified below:	Request to provide suitable provision in the contract towards adjustment for the changes in costs for Hydro Mechanical Works (Price Schedule 3) and Electro Mechanical Works (Price Schedule 4)	Please refer Annexure 3 (Amendments to PCC) and Annexure 4 (Ammendments to Annexures to PCC)
20	PCC Cl. 18.1, 18.2	General Requirements for Insurance: Insuring party is the Contractor. (i) Add the following after the second Para of Sub-Clause 18.1: Two months prior to schedule commencement of supplies, the Contractor shall provide the insurance policy to the Employer. The Contractor shall effect all the insurances for which he is responsible with the insurers and in terms approved by the Employer. The Contractor shall repair/ replace the item/ Equipment damaged/Lost during transit/storage / Erection & settle the claim directly with the underwriters.	CAR Policy shall be obtained by the Employer.	Tender conditions shall prevail
21	PCC Cl. 4.17	Contractor's Equipment: The Contractor's Equipment proposed should normally not be older than 50% of scheduled life of Equipment. If in the opinion of Employer, the Equipment deployed by the Contractor are old/inapt for carrying out the Works and the Works are likely to be delayed due to deployment of such Equipment, the Employer can ask the Contractor to replace such Equipment. Also, based on the nature and exigency of work, Employer can direct the Contractor to depute such additional Equipment as is deemed necessary for timely completion of Works	Request to modify this clause as below, The Contractor may deploy older Equipment, provided it remains fully operational and fit for purpose. If, in the sole opinion of the Employer, any deployed Equipment is inadequate or risks delaying the Works, the Employer may direct the Contractor to replace it. Furthermore, based on the nature and exigency of the work, the Employer may direct the Contractor to deploy additional Equipment deemed necessary to ensure timely completion.	Please Refer Annexure 3 (Amendments to PCC)
22	PCC Cl. 19.4 (b)	Consequences of Force Majeure: Sub-Clause 19.4 (b) stands deleted and substituted with the following: (b) notwithstanding provisions elsewhere provided in the Contract for cost compensation resulting from extension of Time for Completion, if the event or circumstance is of the kind described in Sub paragraph (a) to (d) of Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of Sub paragraphs (ii) to (iv), occurs in the Country, payment of 50 % of such Cost.	Request to reinstate the original FIDIC clause.	Original FIDIC Clause is applicable
23	NIT	Time for Completion – 48 months	Project completion period shall be 60 months.	Tender conditions shall prevail
24	GCC Cl. 4.10	The Employer shall have made available to the Contractor for information, before the Base Date, all relevant data in the Employer's possession on subsurface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which comes into the Employer's possession after the Base Date. The Contractor shall be responsible for verifying and interpreting all such data, The Employer shall have no responsibility for the accuracy, sufficiency or completeness of such data, except as stated in Sub Clause 5.1 (General Design Responsibilities).	We request you to clarify and confirm that, any inaccuracy, insufficiency, or incompleteness in the Employer's data that results in additional cost, delay, or variation to the design or execution of the Works shall constitute an Employer's Risk. It shall entitle the Contractor to a Variation, including full compensation for additional costs and an extension of time.	Tender Conditions shall Prevail

25	PCC Cl. 5.1	General Design Obligations: Notwithstanding anything contained in this contract, the Contractor shall comply to the changes incorporated in the Contract by the Employer as per suggestion of Lender's Engineer, Lender's Legal Counsel, concurrent auditors and Insurance Consultant etc. within a reasonable time after signing of the Contract provided such requirements whether specifically described in the Contract or not but are necessary or required for proper completion and functioning of the Works in accordance with the Contract and are in conformity with the Technical Specifications.	Any such change in scope that results in additional cost, delay, or variation to the design or execution of the Works shall constitute an Employer's Risk. It shall entitle the Contractor to a Variation, including full compensation for additional costs and an extension of time.	Tender Conditions shall Prevail
26	Vol III, Part 2	4. Schedule of Payment for Electro-Mechanical Works	Grand total of sub-heads provided in Schedule 4 – Schedule of Payment for Electro-Mechanical Works is 99.75%. Request to review and update the total of schedule to 100%	corrected and matched to 100% ,Refer New Ammendment , Rest remains same as per Tender
27	Vol III, Part 2	2. Schedule of Payment for Civil Works including Infrastructure Works Schedule 2.10 – Infrastructure Works = 1% of Schedule (2)	Payment provision for Infrastructure works is 1% of Schedule (2) which seems to be very low as lot of approach road construction and infrastructure development to be done in the initial phase of the Project. Hence, we request to increase this payment provision from 1% to 5% of schedule (2) and subsequent Milestone payments to be adjusted to keep the overall contract price unchanged.	The % mentioned are indicative and Bidder may submit their own % break up based on his own assessment.
28	General	Additional Pre-bid Queries	We request to allow one (01) week to Bidder to raise additional queries.	No Further Extension
29	General	Bid Submission Due Date	Kindly allow at least one (01) month period after issue of Pre-bid clarifications for submission of bids, which will allow the bidders adequate time to prepare comprehensive and competitive bid.	No Further Extension
	Document /Clause No.	Provision in the Document/ Addendums	Clarification/Modification Requested	Pre Bid Replies
1.	Vol -III, Part -2	Schedule of Payment	The payment schedule and the weightages thereby may require some modifications in view of the actual cash flow requirement of the Contractor which can be derived only on completion of the cost estimation by the bidder. Hence, it is requested that, the bidder may be allowed to submit a revised payment schedule along with his bid.	Clarification addressed above
2.	Particular Technical Specification – Civil Work / Clause 7.6.2	Payment for relevant Pay-Line Figure -7.0 Pay Line 	'B Line' shown in Figure 7 is before shotcrete thickness which represents pay line for shotcrete, wire mesh, steel ribs re-profiling & lattice girders. Figure also mentions that, construction tolerance, deformation tolerance and unavoidable overbreak = 30cm to be included into unit price of excavation. However, 'B Line' shown in Tender drawings for Rock support details is including shotcrete thickness plus 100 mm. We request to keep the 'B Line' as per Tender drawings and overbreak due to Geological conditions shall be paid beyond 'B Line'. Kindly confirm.	Tender drawings shall prevail.
3.	Drawings	Drawing No. 0919-CDC-04C-003-R1 Water conductor system – Head Race Tunnel – Rock Support details Class I to III	It is noted that, the Rock support system against each Rock Class defined under Technical specifications clause no. 7.7 is different from the drawings included in the Bid documents. Please note that, the Rock support system may undergo further changes during detailed engineering and we suggest that, the criteria for defining Rock classes shall be as per the finally approved construction drawings issued during construction and the criteria defined in the Technical specifications may be deleted.	Refer attached Drawings
	PTS – Civil Work Clause 7.7	Excavation and Support of Tunnels The excavation and support classes described in the following Sub-Chapter detail excavation techniques and the associated appropriate supporting measures required for the construction of the listed underground works. All items mentioned in the support descriptions have been described in relevant Sub-Chapters of the Technical Specifications. Support classes and sequences are shown in the Tender Drawings.		
S.No.	Document /Clause No.	Provision in the Document/ Addendums	Clarification/Modification Requested	Pre Bid Replies

1	Section 3, Cl.2.3 Evaluation Qualification Criteria	Civil Work General Experience: "Similar works" are defined as execution of Civil works in Water Resources Projects/ Hydroelectric project/ Pumped storage Projects. The experience of tunneling of highway tunnel/ railway tunnel/ Metro Tunnel shall not be considered.	We wish to submit that we possess extensive experience in executing high-value EPC projects across various other infrastructure sectors, such as Railways and Highways, and have demonstrated our capability to execute substantial quantities of concreting as well as earthwork. As per the definition of "Similar Works" mentioned in the document, restricting qualification solely to Water Resources Projects/Hydroelectric Projects/Pumped Storage Projects will inevitably limit competition. In view of the above, we respectfully request the Authority to kindly consider including the Railway and Highway sectors within the ambit of "Similar Works," so as to enable wider participation and allow us the opportunity to present a more economical and competitive techno-commercial offer.	Refer Clarification and Ammendment
2	Section 3, Cl.2.3 Evaluation Qualification Criteria	Specific Construction Experience in Key Activities in Construction of Civil Works	We hereby request the Authority to kindly modify and relax the qualification criteria pertaining to key activities in civil works, so as to ensure greater competition in the bidding process for this tender.	Refer Annexure 1 (Amendments to Section 3 Eligibility Qualification Criteria)
3	Section 3, EQC	Qualification Requirement against Hydro Mechanical Works and Electro Mechanical Works	We understand that the qualification requirement for Hydro-Mechanical and Electro-Mechanical Works is intended to ensure that the executing party possesses the requisite credibility to perform such works in accordance with the prescribed requirements. However, since many contractors do not independently possess such qualification, we respectfully request the Authority to consider allowing the said qualification to be satisfied during the course of contract execution, with the Bidder submitting all relevant supporting documents accordingly.	Refer Annexure 1 (Amendments to Section 3 Eligibility Qualification Criteria)
4	Section 8 PCC Cl. 4.2	Performance Security format	We request the Authority to kindly consider accepting a Surety Bond from an IRDAI-approved Insurance Company as an acceptable form of Performance Security for this tender.	Clarification addressed above
5	Section 8 PCC Cl. 14.2	Mobilisation Advance Guarantee format	We request the Authority to kindly consider accepting a Surety Bond from an IRDAI-approved Insurance Company against the Mobilisation Advance.	Clarification addressed above
6	Section 8 PCC Clause 14.2	The amount of the interest-bearing initial mobilization advance payment shall be limited to Ten (10) per cent of the Contract Price (excluding Provisional Sums and Construction program has been submitted and approved by the Employer.	We request the Authority to kindly consider providing the mobilisation advance on an interest-free basis.	Clarification addressed above
7	GCC Cl. 14.7	Payment of Bills	We request the Authority to kindly consider payment of 80% of the total amount of each interim bill within 7 days of its submission, with the remaining balance to be paid within 30 days.	Clarification addressed above
8	Section 8 PCC Cl. 14.9	Payment pursuant to approved progress referred to hereinabove shall be made by the Employer to the Contractor after deduction therefrom of the retention money which shall be @5% (five per cent) of the gross amount of each progress payment of works. The Contractor may substitute the Retention Money in multiples of Rs. 5.0 crore (Rupees Five Crores) with a bank guarantee in the form, and from a source, acceptable to the Employer valid till the end of Defects Notification period.	We request that the provision for substitution of Retention Money in multiples of Rs. 5.0 Crore (Rupees Five Crore) be suitably modified. We request that release of Retention Money be permitted upon the Contractor's request, at any stage during execution of the project, against submission of an equivalent Bank Guarantee valid till the end of the Defects Notification Period.	Clarification addressed above
S.No.	Document /Clause No.	Provision in the Document/ Addendums	Clarification/Modification Requested	Pre Bid Replies
1	Cl No. 2.3	Evaluation Qualification Criteria for Civil Works - (C1) Civil Work: General Experience" "Similar works" are defined as execution of Civil works in Water Resources Projects/ Hydroelectric project/ Pumped storage Projects. The experience of tunneling of highway tunnel/ railway tunnel/ Metro Tunnel shall not be considered. (C2) Specific Construction Experience in Key Activities in Construction of Civil Works	We request that the qualification criteria be suitably relaxed to permit experience in other infrastructure projects, including highways and railways, to qualify as similar works. However, experience specific to the project scope may also be reconsidered so that other infrastructure project experience may also be retained for broader eligibility consideration	Clarification addressed above
2	PCC Cl. 4.2	Performance Security	We request you to please consider reducing the Performance Security from 5% of Contract Price to 3% of the Contract price. Also we hereby request you to consider PBG in the form of Surety Bond from IRDAI approved Insurance Company. Please consider	Clarification addressed above
3	PCC Cl. 8.7	Liquidated Damages for delay in completion of the Works:	Please consider Liquidated damages @5% of the Contract price as 10% of the contract price appears to be on a very higher side.	Clarification addressed above

4	PCC Clause 14.2	The amount of the interest-bearing initial mobilization advance payment shall be limited to Ten (10) per cent of the Contract Price (excluding Provisional Sums for Contingencies and amount of Day works) against requisite Bank Guarantee from scheduled bank and after the contract agreement has been signed, contract performance Bank guarantee has been submitted (as per clause no 4.2 of NIT, GCC, PCC, 1TB etc.) and Construction program has been submitted and approved by the Employer.	We hereby submit that Initial Mobilisation Advance shall be interest free mobilisation advance for contractor's ease of cash flow.	Clarification addressed above
5	PCC Cl. 14.9	Payment pursuant to approved progress referred to hereinabove shall be made by the Employer to the Contractor after deduction therefrom of the retention money which shall be @5% (five per cent) of the gross amount of each progress payment of works. The Contractor may substitute the Retention Money in multiples of Rs. 5.0 crore (Rupees Five Crores) with a bank guarantee in the form, and from a source, acceptable to the Employer valid till the end of Defects Notification period	We herby submit that the the retention money shall be released progressively, against the submission of a Bank Guarantee by the Contractor, with no cap of ts crore applied to such guarantee.	Clarification addressed above
6	GCC Cl. 14.7	Timing of Payment: (b) the amount of payment which is due in respect of each statement, other than the final statement within 56 days after receiving the statement and supporting documents.	It is requested to consider Progressive payment schedule for this project where 80% of bill shall be paid within 7 days of receipt of bill and rest within 30 days.	Clarification addressed above
7	ITB Cl 21.2	21.2. The bid security shall be in a form of Demand draft or Fixed deposit receipt (FDR), or insurance Guarantee or Surety Bond or Corporate Guarantee or demand guarantee, in the form of an unconditional bank guarantee; from a nationalized bank in the country submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Consultant/ Employer. The form must include the complete name of the Bidder.	Please consider Bid Security in the form of Surety Bond from IRDAI approved Insurance Company.	Clarification addressed above
8	PCC Cl 13.3	(iii) If the rate of any additional, altered or substituted item of work that cannot be determined in the manner specified in (i) & (ii) hereinabove then the rate for such item of work shall be the prime cost plus 15% (fifteen per cent) towards overheads & profit.	The percentage against Overheads and profit in the event of Variation and Adjustment to be capped at minimum 20% which is as per current market scenario. Please consider	Tender Conditions shall prevail
9	PCC Cl. 13.8	Price Adjustment against Hydro Mechanical & Electro Mechanical Works The Contract Price for component of Planning, Design & Engineering Works (Price Schedule 1), Hydro Mechanical Works (Price Schedule 3) and Electro Mechanical Works (Price Schedule 4) shall be firm during the currency of the Contract.	We request you to refer various EPC contracts under execution wherein client has allowed Price Adjustments against Hydro Mechanical and Electro Mechanical Works. We request you to please consider the same for this contract.	Tender Conditions shall prevail
10	NIT	Completion period - 48 months	The project being on EPC and the quantum of works associated to it will require at least 60 months for completion. We request you to consider the same.	Tender conditions shall prevail
11	Vol III Price Schedule	Percentage breakup of Electro Mechanical Price Schedule	The Overall total of percentages mentioned in Price Schedule against Electro Mechanical works does not compute to 100%. We request you to recheck the same and consider necessary changes applicable to it.	Clarification addressed above
12	PCC Cl. 14.2	Secured Material Advance	We request you to allow the contractor for secured material advance against all type of steel (reinforcement/structural), cement etc during the currency of the contract. The recovery of the same shall be considered on a monthly basis. Please allow and consider our request	Tender Conditions shall prevail
S.No.	Document /Clause No.	Provision in the Document/ Addendums	Clarification/Modification Requested	Pre Bid Replies
1	General Letter		railways, metro and other comprarable projects involving substantial quantities of earthwork, mass concreting, structures and allied civil construction may also be considered for meeting the relevant qualification requirement.	Clarification addressed above
			We also request you to extend the current last date & time for submission of Physical Bids by 15 days for our evaluation and preparation of offer.	Clarification addressed above
S.No.	Document /Clause No.	Provision in the Document/ Addendums	Clarification/Modification Requested	Pre Bid Replies

1	General Letter	We request you to consider the experience of other major infrastructure works involving substantial civil works, such as highway , railways, metros etc. in partial modification of prescribed eligibility criteria as set out in the bidding document.	Clarification addressed above
		Considering the quantum of work associated to the project which involves Civil, Hydro Mechanical and Electro Mechanical works and to prepare our most economical techno commercial offer, we request you to kindly extend the last date of bid submission to a minimum period of 15 days from the current bid due date.	Clarification addressed above

Bidders are requested to refer the annexures and ammendemetns