

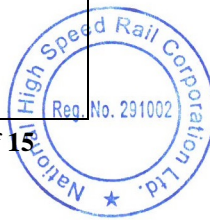
National High Speed Rail Corporation Limited (NHSRCL)

Bidding for Procurement of Works (International Competitive Bidding)

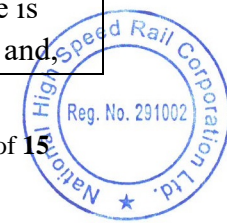
**Construction of Bridges for Double Line High Speed Railway for 02 No. PSC Bridges (GAD 9 & 1441) and 07 No. Steel Truss Bridges (GAD 68, 1134, 12, 61, 14, 15 & 62) [excluding fabrication and transportation of steel truss girders] between Zaroli Village at Maharashtra-Gujarat Border (MAHSR Km. 156.600) and Vadodara (MAHSR Km. 393.700), in the State of Gujarat and the Union Territory of Dadra and Nagar Haveli for the
Project for Construction of Mumbai-Ahmedabad High Speed Rail (MAHSR-P-1(B))**

REPLIES TO BIDDERS' QUERIES – 1(Date 19.06.2020)

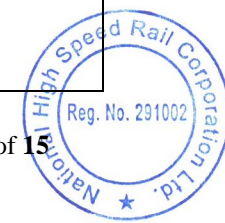
| S. No. | Part & Section Reference | Page No. / Clause No. | Provisions as per Bidding Documents | Bidder Query | Reply |
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| 1. | Invitation for Bids | Page No. 2 of 3, Clause 5 | A complete set of Bidding Documents, both in hard and soft copy format excluding Works Requirements Section VI-3 Drawings and Works Requirements Section VI-4 Reference Information/ Reports, which shall be available only in soft copy through a link and DVD, may be purchased by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of INR 236,000 (Indian Rupee Two Hundred and Thirty-Six Thousands only) including GST in the form of a Demand Draft or Banker's Cheque, payable at New Delhi, from any nationalised or | <p>We presume that any member of JV i.e. Lead member or Other Member of the JV can do purchase and submission of Tender in JV.</p> <p>We request the Authority the procedure applicable for purchase and submission of tender in JV.</p> | Yes. 'Interested Bidders can purchase' obviously means a Bidder can be part of a Joint Venture or Consortium (JV/Consortium). The Bidder is to refer to the Bidding Documents and to read them together with JICA's Standard Bidding Documents (SBD) for further details on procedure. Specifically, the Bidder may refer to ITB Cl. 4 (SBD) as modified by Bid Data Sheet. |



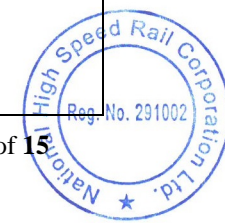
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| | | | scheduled bank or any Japanese bank having corresponding arrangements with an Indian bank in favour of the “National High Speed Rail Corporation Limited”. | | |
| 2. | Part 1, Section I | - | Notes on the Instructions to Bidders The Instructions to Bidders will not be part of the Contract. | Please clarify and confirm as applicable whether ITT will be part of the tender document or not. | It is assumed the Bidder meant ITB and not ITT. The Bidder is advised to carefully read the Bidding Documents, as nowhere is it mentioned that the Instructions to Bidders (ITB) is not part of the Bidding Documents. However, the ITB is not part of the Contract, which is signed after the award. |
| 3. | Part 1, Section I | Page No. ITB-7, Sub-Clause 6.2 - Sections of Bidding Documents | The Invitation for Bids issued by the Employer is not part of the Bidding Documents. | The information about purchase of Tender Documents is mentioned only in Invitation for Bids, hence it should be made part of the tender document. | Invitation for Bids (IFB) is a public document openly advertised and meant to give important information about the Bidding Documents (which can be reviewed at the Employer’s office before purchase) to potential Bidders to decide on whether to purchase the Bidding Documents. Its purpose is over with the purchase and, |



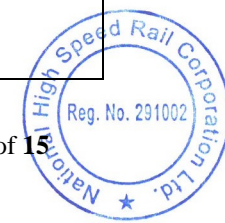
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| | | | | | hence, cannot be part of the Bidding Documents. |
| 4. | Part 1, Section I | Page No. ITB-27, Sub-Clause 42.1 - Performance Security | Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. | We request the Authority to define the procedure applicable for submission Performance Security in JV. Please Clarify and confirm as applicable. | Bidder shall refer to Sub-Clause 4.2, Performance Security of General Conditions (Section VII), which is to be read in conjunction with the Particular Conditions (Section VIII) along with the form for Performance Security in the Annex to the Particular Conditions, Contract Forms (Section IX), Part 3 of the Bidding Documents. |
| 5. | Part 1, Section II | Page No. 4 of 34, Clause BDS ITB 7.1 - Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting | The Employer's response will be uploaded on the Employer's webpage no later than twenty-eight (28) days prior to the deadline for submission of Bids, provided that such request is received no later than forty-nine (49) days prior to the deadline. The Employer shall publish its response including description of the enquiry but without identifying its source, at the web | We request the Authority to provide at least two month time for submission of bid from the date of pre bid reply received from you end since it take time for submission of document in JV with Foreign partner. | Bidding Document condition(s) shall remain unaltered. |



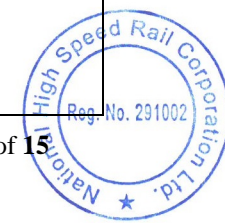
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| | | | page (www.nhsrcl.in). Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2. | | |
| 6. | Part 1, Section III | Page No. 25 of 34, Sub-Clause 3.2(d) (iii) - Construction Experience in Key Activities | For the above or other contracts completed and under implementation as prime Contractor (single entity or JV/Consortium member), or management contractor or subcontractor(v) between 1st January 2010 and Bid submission deadline, a minimum construction experience of at least one contract in following key activity successfully completed: Key Activities: a) Construction of Prestressed Concrete (PSC) Box Girder bridge/viaduct crossing an operational Rail/Metro Rail/ Road, for Railway/Metro Rail, by segmental/balanced cantilever method with a span of 30m or more. | We presume that the Bidder can meet the qualification criteria as mentioned herein from two different contract also. Please clarify and confirm as applicable. | Yes; two different key activities can be from two different contracts. |



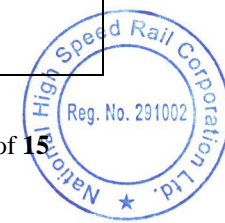
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| | | | b) Erection and Launching of Steel truss for a bridge crossing Rail / Metro Rail/Road/River, for Rail/ Metro Rail with a span of 45m or more. | | |
| 7. | Part 1, Section III | Page No. 33 of 34, APPENDIX: Indemnity for Site Visit Release, Waiver of Liability and Assumption of Risk for Site | APPENDIX: INDEMNITY FOR SITE VISIT | We presume that the Format mentioned herein is required for site visit. It is not required to be submitted with Bid Document. Please Clarify and Confirm as Applicable. | Yes, the said form is required only for Site Visit and not to be submitted with Bid Document. |
| 8. | Part 1, Section IV | Page No. 121 to 122 of 122, Form of Bid Security (Bank Guarantee) | SFMS Detail Not Available in Document | As per the new RBI Guidelines issued SFMS detail are required for preparing of Bank Guarantee. Therefore please provide the following detail required for preparation of BG by SFMS:- Structured Financial Messaging System (SFMS) Beneficiary bank:- _____ | Details are mentioned on NHRCL website under 'Tender related Information' sub-section, in 'Tender' section. |



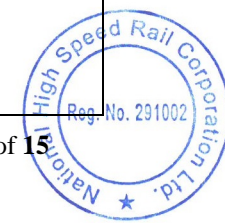
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| | | | | Bank Account No:- _____ Branch Address:- _____ Branch IFSC Code: _____ | |
| 9. | General | - | Bid Due Date | We are keenly interested to participate in the above bid but the due to spread of Coronavirus in India and prevailing of Lock down situation in many parts of the country and the non operation of trains and flight due to spread of Coronavirus in India we are not able to do travel and various related activities such as survey, investigation with applicable points, planning which are required for design, estimation, BOQ and rate analysis work etc, therefore, we request the Authority to please extend the bid due date by at least suitably from actual date of submission and accordingly provide at least two month time for submission of bid from the | Bidding Document condition(s) shall remain unaltered. |



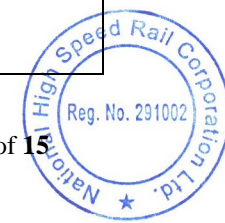
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| | | | | date of pre bid reply from your end. | |
| 10. | Part 1, Section II | 5 of 34, Clause 18.1 - ITB | <u>Bid Validity</u> The bid validity period shall be 180 days. | Bidder requests to modify the bid validity period from 180 days to 120 days. | Bidding Document condition(s) shall remain unaltered. |
| 11. | Part 2, Section VI-1 | Page 70 of 217, Cl.4.1, 04060, GS | <u>Electricity and Water Supply</u> Electrical power and potable water supply systems for the Employer's and Engineer's Site Office shall be installed and made operational within the specified period of construction as mentioned above for each of the Site Offices. The Contractor shall maintain and provide continuous and adequate supplies unless otherwise authorized by the Engineer. | Bidder requests the Employer to provide water and electricity at a point free of cost. However, in site distribution of water and electricity shall be arranged by the bidder. | Bidding Document condition(s) shall remain unaltered. |
| 12. | Part 2, Section VI-1. | Page 152 of 217, Cl. 10, GS | Contractor shall plan, install, erect, maintain, dismantle and remove all plants required for the Works, - as concrete batching/mixing plants, rock crushers, casting yard, curing yard, stacking yard, delivery yard etc. of sufficient number and capacity. Contractor shall arrange any additional areas as required | Bidder requests the employer to provide the Casting Yard for the project work. | Bidding Document condition(s) shall remain unaltered. |



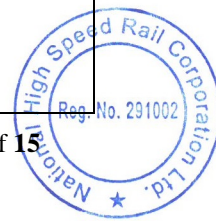
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| | | | by him at his own discretion and cost. | | |
| 13. | Part 3, Section VII | Page 40, Cl. 12.3, GC | <p><u>Evaluation</u> Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item. For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately. However, a new rate or price shall be appropriate for an item of work if:</p> | Bidder request to reduce the limit for change in the measured quantity as +/- 15% , beyond which bidder shall have the entitlement of submitting rate analysis for mutual agreement between bidder and Employer. | Bidding Document condition(s) shall remain unaltered. |



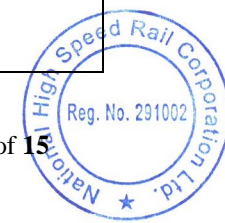
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| | | | (a) (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule, | | |
| 14. | Part 3, Section VIII | Page 6 of 35, Cl. 4.2 - Part A Contract Data, PC | <u>Performance Security</u> The Performance Security shall be in the form of a demand guarantee in the amount(s) of 5% (five percent) of the Accepted Contract Amount less Provisional Sums and in the same currencies of the Accepted Contract Amount. | Bidders requests to please clarify on the following points: 1. Can the BG against performance security be submitted in multiples? 2. What is the Bank criterion for arranging BG & whether BG is to be issued by Schedule bank notified by RBI? | Refer Sub-Clause 4.2, Section VII, GC alongwith Sub-Clause 4.2, PC, Part B, Section VIII, Part 3. 1. Yes. 2. Yes, Scheduled Banks (Except co-operative bank) notified by Reserve Bank of India are acceptable. |
| 15. | Part 3, Section VIII | Page 6 of 35, Cl. 14.2 - Part A Contract Data, PC | <u>Advance payment</u> 10% (ten percent) of the Accepted Contract Amount less Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable. The Advance Payment shall be made in two installments as under: a) 5 (five) percent: On submission of a Performance Security; | Bidder requests to modify the Advance payment amount and provide 10% as Mobilization advance along with 5% of P&M advance. | Bidding Document condition(s) shall remain unaltered. |



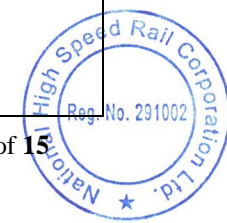
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| | | | b) 5 (five) percent: On submission of an expenditure statement certified by the Contractor detailing the utilization of the first installment of the Advance Payment certified by Chartered Accountant/Company Auditor; | | |
| 16. | Part 3, Section VIII | Page 17 of 35, Cl. 14.7, PC | <p><u>Payment</u> (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents; or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor including any amounts due in accordance with a decision by the DB which have been included in the Interim Payment Certificate;</p> | Bidder requests for reduction in the days within which the balance 10% payment would be made from the stipulated 56 days to 30 days. Hence, the amended clause would be- "The Employer shall pay 90% of such amount as provisional payment within 7 days from the receipt of evaluated statement from the Engineer. The balance of the amount shall be paid within 30 days after the Engineer receives the Statement and supporting documents." | Bidding Document condition(s) shall remain unaltered. |



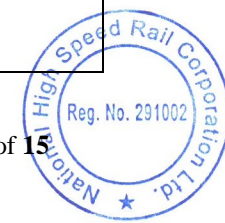
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| | | | <p>(d) Provisional amount against the Statement specified in Sub-Clause 14.3:</p> <p>The Employer shall pay 90% of Provisional Interim Payment Certificate as provisional payment within 7 days from the receipt of such evaluated statement from the Engineer. The balance of the amount shall be paid by the Employer as per Sub-Clause 14.7 (b) stated above.</p> | | |
| 17. | Part 3, Section VIII | Page 15 of 35, Cl. 8.13 - Part B- Specific Provisions, PC | <p><u>Accelerated Completion</u></p> <p>The Contractor shall be entitled to a bonus payment if the works of Milestones are completed earlier than the Time for Completion for the Milestones. The amount of the bonus for the early completion is as specified against each Milestone in the Contract Data for each day by which the Milestone completion precedes viz-a-viz the scheduled date for the Time for Completion subject to a maximum of INR 20,000,000 (Indian Rupees twenty million) in total for all the Milestones.</p> | Bidder requests that the entitlement to Bonus shall continue to exist in cases where extension of time is granted for reasons not attributable to the Contractor. | Bidding Document condition(s) shall remain unaltered. |



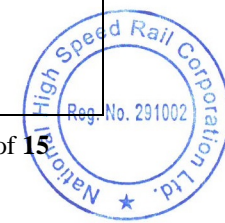
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| | | | For the purposes of calculating the bonus payment, the Time for Completion of the Milestones stated in the Contract Data is fixed and no adjustment of this time by reason of granting an extension of the Time for Completion will be allowed. | | |
| 18. | Part 3, Section VIII | Page 14 of 35, Cl. 8.7 - Part B-Specific Provisions, PC | <u>Delay Damages</u> | Bidder requests to provide an additional clause providing release of the Delay damages levied on non-achievement of a Milestone, upon achievement of succeeding Milestones in prescribed time duration or upon finishing the works within the Intended Completion date. | Bidding Document condition(s) shall remain unaltered. |
| 19. | Part 3, Section VIII | Page 20 of 35, Cl. 20.6 - Part B - Specific Provisions, PC | <u>Arbitration</u> Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows : | Bidder understands that the Arbitration shall be as per Arbitration and Conciliation Act 1996 and its subsequent enactments. Please confirm. | Existing provisions are clear. The applicable laws of arbitration depend on the nationality of the Contractor (of Leading partner, in case of JV) whether domestic or foreign. |



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| | | | <p>(a) if the Contract is with foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.</p> <p>(b) If the Contract is with a domestic contractor or domestic contractors, arbitration with proceedings conducted in accordance with the Laws of the Employer's country."</p> | | |
| 20. | Part 2, Section VI-1 | Page no. 115 of 217, Chapter 5 - Appendix – 04000-1, GS | <p><u>Interface Requirement between P-1(B) and P-4</u></p> <p>The Contractor shall interface and co-ordinate with the P-4 contractors (hereinafter called Fabrication Contractor (FC)) who carries out fabrication and transportation of Steel Truss girder members and other bridge materials to the bridge sites/ site-</p> | Please provide provisions for extension of time (with COS claim) in case of any defects or non-adjustments or any other issue arising in parts of steel truss supplied by the P-4 contractors while erection of steel truss. | Bidding Document condition(s) shall remain unaltered. |



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| | | | delivery-yards, including supply of bearings. | | |
| 21. | Part 3, Section VII | Page no. 64 of 85, Cl. 19. 1 (v), GC | <p><u>Force Majeure</u> Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <p>(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p> | <p>In light of the current situation, it is necessary to include this event (COVID-19) in 19.1 (v); thus the said sub clause should be replaced as “natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, tsunami any kind of epidemic, <u>pandemic</u> etc.” This will bring in clarity for interpretation to minimise the risks in future since there are chances that the present situation may arise in future.</p> | Bidding Document condition(s) shall remain unaltered. |



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| 22. | General | - | Bid Extension Due Date | Kindly extend the bid submission due date by at least 1 month after Issuance of clarifications to our above queries. | Bidding Document condition(s) shall remain unaltered. |

