



Bihar State Road Development Corporation Limited

(A Govt. of Bihar Undertaking)

Registered Office: Central Mechanical Workshop Campus, Near Airport, Sheikhpura, Patna-800014, and

Tel: 0612-2226711/2226723

Letter no. BSRDCL-4111/2023

2265

Patna, Dated:- 17.08.2023

Clarification to the Queries of Pre-Bid Meeting held on 10.08.2023 at 03:30 PM. at BSRDCL HQ for Construction of 4-Lane Elevated (Length: 2.1 km) from Mithapur to Sipara (along with 2 way ROB at Sipara) and 4-Lane At-Grade Road from Ram Govind Singh Mahuli Halt to Punpun (Lakshman Jhula) (Length-2.2 km), Total Length of the project 4.3 km along Eastern side of Railway line from Mithapur-Sipara-Mahuli-Punpun in the State of Bihar on EPC Mode

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
1	Tender Drawings & Schedule	Typical Cross Sections & Annex-1 (Schedule-D) (Page no. 41 to 43)	TCS shown in tender drawings are not matching with the TCS shown in the schedule.	As per EPC agreement Cl. no. 1.4-Priority of agreements and errors/discrepancies, page no. 24 & 25. Schedules has higher priority than drawings. We understand that TCS shown in the schedules shall be final, kindly confirm.	As per Schedule.
2	Type of Pavement	Schedule-B (Annex-1) Clause No. 5.2 Page No. 20	<p>5.2 TYPE OF PAVEMENT: -</p> <p>Rigid Pavement – 4 Lane road at grade from Bhupatipur to Sipara (Ch. 0 Km. to 0.800 Km.), 2 lane Up Ramp for connecting of Bhupatipur to elevated traffic (Ch. 0 Km. to 0.310 Km.), 4 Lane at Grade Road Mahuli to Punpun (Ch. 8.854 Km. to 10.770 Km.), 2 Lane Punpun Y junction to N11-83 link (Ch. 0 Km. to 0.500 Km), 2 Lane Y junction to Punpun Bazaar (Ch. 0 Km. to 0.300 Km), 150m. Length ROB ramp on each side of railway track and service road (440m) on both side of Western ramp of ROB.</p> <p>The rigid pavement with 5.106 Km. taken in the scope.</p>	A total length of road 5.106 km considered does not match with the chainages & other details provided in the in this clause (Actual length-4.856 km). Kindly, clarify.	Addendum
3	Mobilisation Advance & Equipment advance	Draft EPC Agreement/ 19.2 (i), (ii) Pg. 102	<p>(i) The Authority shall make an interest-bearing advance payment (the “Advance Payment”) @ Bank Rate + 3%, equal ito 10% (ten percent) of Contract Price.</p> <p>(ii) In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement.</p> <p>The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee. This advance shall be further subject to the condition that:</p> <p>(a) such new equipment are considered by the Authority’s Engineer to be necessary for the works and</p> <p>(b) these new equipment should be procured in the name of Contractor and is verified by Authority’s Engineer to have been brought to site.</p>	<p>Bank Rate + 3% comes out to be approximate 10% which is on higher side. Hence we request Authority to provide interest free advance.</p> <p>We request you to include advance payment for old/ Second hand equipment as well at 80% depreciated value of the plant, equipment and machinery.</p>	No change. As per RFP.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
4	Repayment of advance	Draft EPC Agreement/ 19.2 (vi) Pg. 104	<p>(a) deductions shall commence in the first stage payment statement.</p> <p>(b) deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (eighty percent) of the Schedule Construction Period is over;</p>	<p>We request you to modify the clause as per the following: (a) deductions shall commence in the next Stage Payment Statement following that in which the total of all certified stage payments (excluding the advance payment and deductions and repayments of retention) exceeds 20% (twenty percent) of the Contract Price; (b) Recovery of advances shall commence in RA bill in which total of all certified RA bills (in addition to the Advance) exceeds 20% of Contract Value and shall be recovered on pro-rata basis, until the total of the Advance is recovered before payment of 80% of project cost.</p>	No change. As per RFP.
5	Obligations of the Authority	Draft EPC Agreement Cl. 3.1 (v), Pg. 30	Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 3.1 (iv), 8.3 and 9.5 shall not exceed 1% (one per cent) of the Contract Price. For the avoidance of doubt, the Damages payable by the Authority under the aforesaid Clauses shall not be additive if they arise concurrently from more than one cause but relate to the same part of the Project Highway.	The Authority is requested to compensate the damages on account of delay in handover of ROW as per actual costs incurred without any maximum capping.	No change. As per RFP.
6	Force Majeure	Draft EPC Agreement/ 21.6, Pg. 123	<p>(i) Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:</p> <p>(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;</p> <p>(b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and</p>	<p>Upon occurrence of a Non-Political Event such as act of God, epidemic, extremely adverse weather conditions, lightning, earthquake etc., and Indirect political event such as an act of war, invasion, armed conflict etc., will cause huge loss the contractor which are not recoverable.</p> <p>Hence, we request to make provision for the payment on occurrence of Non-political and Indirect political event.</p>	No change. As per RFP.
7	Unforeseeable difficulties	Cl. 4.8 of Draft EPC Agreement, Pg. no. 37	<p>Except as otherwise stated in the Agreement:</p> <p>(a) The Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works.</p> <p>(b) The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and</p> <p>(c) The Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs</p>	The Authority is requested to compensate for unforeseen difficulties in terms of time & cost, and accordingly amend the provisions.	No change. As per RFP.
8	Felling of trees	Cl. 9.4 of Draft EPC Agreement, Pg. no. 57	The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees in non-forest area to be identified by the Authority for this purpose if, and only if, such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The Contractor shall fell these trees as per the Permits obtained. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement.	<p>The Authority being an government entity is in a better position to obtain applicable permits for felling of trees in both forest and non-forest area. Hence, it is requested that the obligation of obtaining permissions for felling of trees shall rest with the Authority and not the contractor.</p> <p>The subject provision does not mention anything regarding translocation of trees. The Authority is requested to provide clarity regarding provisions related to tree translocation.</p>	No change. As per RFP.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
9	Dismantling of Structures	Cl. 9.5 of Draft EPC Agreement, Pg. no. 57	The Contractor shall at its own cost dismantle the structures in the acquired lands including those on patta lands, abadi lands, assigned lands, etc. the compensation for which, was paid by the Authority to the land owners and the lands were handed over to the Contractor as per Schedule B-I. The Contractor shall, at its own cost, dispose off the dismantled material in its sole discretion as deemed appropriate, while complying with all environmental guidelines and regulations and clear the Site for undertaking construction. In the event of any delay in dismantling of structures thereof for reasons beyond the control of the Contractor, the Contractor shall be entitled to Damages in a sum calculated in accordance with the formula specified in Clause 8.3 (i) for the period of delay, and to the Time Extension in accordance with Clause 10.5 for and in respect of the part(s) of the Works affected by such delay; provided that if the delays involve any time overlaps, the overlaps shall not be additive.	It is understood that applicable permits for dismantling of any structures would be obtained by the Authority. Please confirm.	No change. As per RFP.
10	Levy of Liquidated Damages / Delay Damages	Cl. 10.3(ii) of Draft EPC Agreement, Pg. no. 64	The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule -J and until such Project Milestone is achieved or the Project Highway is completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-J has been amended as above; provided further that in the event the Project Highway is completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3 (ii) shall be refunded by the Authority to the Contractor, but without any interest thereon.	Bidder requests to recover the liquidated damages only upon delay in final milestone and accordingly modify the provision.	No change. As per RFP.
11	Restrictions on Change of Scope	Cl. 13.4(ii) of Draft EPC Agreement, Pg. no. 86	(ii) The total value of all Change of Scope Orders shall not exceed 10% (ten percent) of the Contract Price	There can be a possibility of encountering variations on account of Authority's instruction, change in alignment, changes in clearance, any other unavoidable condition, etc. which may exceed the 10% capping. Therefore, the Authority is requested to amend as per following- (iii) Unless the parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10% (ten percent) of the Contract Price. Also, if the same is to be retained, the Authority is requested to provide clarity on executing the COS in case it exceeds limit of 10% of Contract Price.	No change. As per RFP.
12	Change of Scope	Schedule-B, Cl. 14 Pg. no. 31	The length of Structures and bridges specified here in above are minimum. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13.	At the bidding stage, the bidder is not in a position to conduct detailed survey for verification of length of structures and bridges and hence has to rely upon the scope/data defined in Schedules of tender document. The Bidder understands that the scope defined in the schedules is accurate and forms the base for arriving at the bid price. The bidder may suffer losses on account of any variations in the length of structures/bridges. Hence, it is requested to delete such arbitrary provision.	No change. As per RFP.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
13	Interpretation - Rule of Construction under Law (Exclusion of Contra-Profrentum Principle)	Cl. 1.2(iii) of Draft EPC Agreement, Pg. no. 24	The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.	Bidder requests to delete such arbitrary provision, as the same is against the basic principles of Law governing the Contract.	No change. As per RFP.
14	Right of Way / Handing over of site	Cl. 3.1(iii)(a) of Draft EPC Agreement, Pg. no. 29 Cl. 5.2(h) of Draft EPC Agreement, Pg. no. 44 Cl. 8.1(a) Draft EPC Agreement, Pg. no. 50	The Authority shall, upon submission of the Performance Security as per the RFP by the Contractor, shall provide to the Contractor: (a) No less than 80% (eighty per cent) of the required Right of Way of the Construction Zone of total length of the Project Highway (Project length - 4.3Km.), within a period of 30 (thirty) days from the date of this Agreement, which shall be in contiguous stretches of length not less than 100m or mutually agreed. (h) it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 80% (ninety per cent) of required area of Right of Way of the total length of the Project Highway. The site of the Project Highway (the "Site") shall comprise the site described in Schedule-A in respect of which the Right of Way shall be provided by the Authority to the Contractor. The Authority shall be responsible for: (a) Acquiring and providing Right of Way on the Site in accordance with the alignment finalised by the Authority, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement;	Bidder understands that atleast 80% of complete site (including ramps & ROB) having complete unencumbered access will be made available before Appointed Date. Please confirm. Bidder also requests to provide the details of status of acquired ROW as required in contract provisions.	No change. As per RFP.
15	Default by Contractor of other work package	Cl. 5.1(iii) of Draft EPC Agreement, Pg. no. 42	The Contractor is fully aware that the Agreement is inter linked with the other Project contracts and the non-performance or deficient performance or default by the Contractor and/or any of the Contractor's personnel or Subcontractors under one among the said contracts will have bearing on the other contracts and the evaluation of the Contractor's performance under the Agreement and the Project itself.	The Bidder understands that time and cost shall be compensated by the Authority in event of any delay caused to subject package works on account of other contract package.	No change. As per RFP.
16	Disclaimer	Cl. 6.1 of Draft EPC Agreement, Pg. no. 45	(i) The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 3.1 and Clause 5.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard.	The Authority is requested to delete such arbitrary provision in order to avoid speculative bidding and increase in Contract Price.	No change. As per RFP.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
17	Retention Money	Cl. 7.5(i) of Draft EPC Agreement, Pg. no. 49	(i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.	The Authority shall be having Performance Security at its disposal, therefore additional provision towards retention money may not be required as the same will also hamper the Contractor's cashflow. Further, Ministry of Road Transport & Highways (MoRTH) vide its circular no. Covid-19/RoadMap/JS(H)/2020(183777) dated 01.12.2022 has instructed release/non-applicability of retention amounts for all existing projects & tenders, as a relief for Contractors of Road Sector in view of Covid-19 pandemic. Accordingly, the Authority is requested to delete the said provision.	No change. As per RFP.
18	Site to be free from Encumbrances	Cl. 8.4 of Draft EPC Agreement, Pg. no. 54	Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority because of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.	The Authority is requested to clearly define obstructions in the ROW such as parcels of private land, inadequate width of ROW available etc., as encumbrances.	No change. As per RFP.
19	Geological and archaeological finds	Cl. 8.8 of Draft EPC Agreement, Pg. no. 55	It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.	The bidder understands that in case of geological or archaeological findings at Site affecting the construction activities, the selected bidder shall be entitled to Time Extension and also adjustment to the Contract Price at actuals. Please confirm.	No change. As per RFP.
20	Shifting of obstructing utilities	Clause 9.2 of Draft EPC Agreement, Pg. no. 56	The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. The scope of work of such shifting of Utilities shall be as indicated in Schedule-B-1. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Authority.	The bidder understands that the Authority shall reimburse the costs towards all utility shifting to Contractor and supervision charges to the utility owning agency, on adhoc/actual basis as per the estimate of the utility owning entity.	No change. As per RFP.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
21	Review of Drawings	Cl. 10.2(iv)(e) & Cl. 10.2(v) of Draft EPC Agreement, Pg. no. 63	10.2(iv)(e) No review/approval and/or observation of the Authority's Engineer and/or its failure to review/approval and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Authority's Engineer or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any approval under this Article 10. 10.2(v) Any cost or delay in construction arising from review/approval by the Authority's Engineer shall be borne by the Contractor.	As a fair practice, bidder requests to compensate Contractor in terms of time & cost for design delays on account of Authority / Authority Engineer, and accordingly amend the contract provisions.	No change. As per RFP.
22	Procedure for Change of Scope	Cl. 13.2(iv)(a) of Draft EPC Agreement, Pg. no. 84	In case the Contract Price is lower/ higher than the Estimated Project Cost as per RFP, then the SOR rates shall be reduced/ increased in the same proportion accordingly.	Bidder requests to delete this provision, as the same may cause speculative bidding.	No change. As per RFP.
23	Procedure for Change of Scope	Cl. 13.2(iv)(b) of Draft EPC Agreement, Pg. no. 84	For the avoidance of doubt, in case the cost as determined by the Contractor and the Authority reveals a difference of more than 10% (ten per cent), the cost as determined by the Authority shall be considered as final and binding on the Contractor.	Bidder requests to remove such arbitrary provision and amend the provision to the extent that the cost shall be fixed as mutually agreed by the parties.	No change. As per RFP.
24	Bonus for early completion	Cl. 19.20 of Draft EPC Agreement, Pg. no. 114	In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.015% (zero point zero one five per cent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (five per cent) of the Contract Price.	The Authority is requested to amend the per day bonus amount to 0.05% of the Contract Price instead of 0.015%, in order to enable the Contractor to realize the maximum stipulated amount of 3% of Contract Price.	No change. As per RFP.
25	General	General	Any pending litigation	Bidder understands that any delay to project works on account of pending litigation (if any) or a litigation arising in future due to unsettled dispute between Authority & other party, shall be treated as a Political Force Majeure event and accordingly Contractor shall be compensated in terms of time and cost.	No change. As per RFP.
26	ROB Approval	-	ROB approach alignment passes through narrow roads having both side temporary shops/vegetable vendors etc.	We understand that all encroachment will be removed and hindrance free ROW shall be handed over to the Contractor within 30 days of commencement.	No change. As per RFP.
27	Purchase preference for the existing bidder	-	-	Since Afcons is already executing part of the project which was earlier included in their original scope, we request you to include clause related to purchase preference of 10% to the existing Contractor. Please note that similar clause was already part of Ganga Path extension project, where in existing Contractor M/s. Navayuga Engineering Co. Ltd. had purchase preference of 10% (Copy of the relevant pages of tender documents are attached).	No change. As per RFP.
28	Estimated Project Cost	Invitation for Bid	Rs. 393.246 Crs. (Incl. GST)	The estimated cost is too low, considering the project scope of 2.1km 4-lane elevated corridor, at-grade road of 2.2km, 2-way ROB with approach, Up ramp with at-grade road along it, in a highly congested area and most of part of the alignment is passing through water logged area. Request you to revise the same by at least 20% - 25%.	No change. As per RFP.

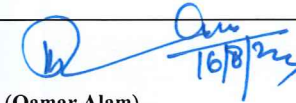
Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
29		2.2.2.2 Technical Criteria: Para (i) page 21 of RFP document	<p>As per tender bid for threshold technical capacity: its was mentioned 1.5 times of Estimated project cost.</p> <p>Para-I For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [5 (five)] financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than Rs.589.869 Crore (Rs. Five Hundred Eighty Nine Crore Eighty Six Lakh Ninety Thousand Only) (the "Threshold Technical Capacity").</p>	<p>As per the circular No RW/NH-3501 4/35/2020-H (Part - IV) (Comp no. 208779) of Ministry of Road Transport & highways (highway Section), Government of India dated 31.05.2022 clearly mentioned in clause No 2.2.2.2 technical capacity para (B) for standalone specialized projects (Major Bridges/ROB/Flyover/Tunnel) clearly mentioned that Estimated project cost < 100 crore then threshold technical capacity is 1.0 time of Estimated Project Cost. Please amend the clause as per following: -</p> <p>For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [5 (five)] financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii) , is more than Rs.393.25 crore (Rs. Three Hundred Ninety Three Crore Twenty Five Lakh Only) (the "Threshold Technical Capacity"). 5 (five) years in case of normal highway projects and 10 (Ten) years in Case of stand along specialized projects (Major Bridge/ROB/Flyover/Tunnel)</p>	As per RFP
30		2.2.2.2 Technical Criteria: Para (ii) page 21 of RFP document	<p>As per tender bid for similar work: its was mentioned 25% of Estimated project cost.</p> <p>Provided that at least one similar work of 25% of Estimate Project cost i.e. Rs.98.32 crore (Rupees Ninety Eight Crore and Thirty Two Lacs Only) shall have been completed from the Eligible Project in Category 1 and/or Category 3 Specified in Clause 2.2.2.5 for this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost. The sole bidder or in case the bidder being a Joint Venture, Lead member of Joint Venture shall necessarily demonstrate the experience in construction of similar work in the last 5 (five) financial years preceding the bid due date</p>	<p>As per the circular No RW/NH- 35014/35/2020-H (Part - IV) (Comp no. 208779) of Ministry of Road Transport & highways (highway Section), Government of India dated 31.05.2022 clearly mentioned in clause No 2.2.2.2 technical capacity para (III) sub para (a) for standalone specialized projects (Major Bridges/ROB/Flyover/Tunnel) clearly mentioned that Estimated project cost less than or equal to 1000 crore the similar work 20% of estimated project cost. Please amend the clause as per following: -</p> <p>(ii) For Stand-alone specialized projects:</p> <p>(a) Major Bridges/ROB/Flyovers projects:</p> <p>(al) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The Bidder shall have completed at least one similar Major Bridge/ROB/Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date. Having span equal to or greater than 50% of the longest span or 100 Mtr whichever is less of the structure proposed in this project shall be at least 20% (78.65 Crore) of the Estimated project Cost. For this purpose. A project shall be considered to be completed. If more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost.</p>	As per RFP

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
31		2.2.2.2 Technical Criteria: Para (ii) Second paragraph page 21 of RFP document	*Similar work shall mean construction of Elevated Road/Major Bridges/Fly Over with a minimum structural length (excluding RE Wall and approached) of 1.00 km and consisting of *Precast Segments in Super Structure not less than 4- Lane carriage width with a minimum span length of 30 Meter. Bidder shall also have an experience of constructing ROB. In support of claim for similar work a certificate from principal employer is mandatory	<p>Please note that we will execute the pre cast segments in super structure as per TCS mentioned in schedule 'B' of EPC agreement. But for technical criteria only for "pre-qualification of the bidder" shall be amended as under similar work 50% of longest spanas per circular details given below:</p> <p>As per the circular No RW/NH-35014/35/2020-H (Part - IV) (Comp no. 208779) of Ministry of Road Transport & highways (highway Section), Government of India dated 31.05.2022 clearly mentioned in clause No 2.2.2.2 technical capacity para (III) sub para (a) for standalone specialized projects (Major Bridges/ROB/Flyover/Tunnel). In view of maintaining uniformity in interpretation during bid evaluation in respect of 'Highway Sector' Works for assessing the 'similar work experience' of bidders as per Clause 2.2.2.2 of the RFP, the clause 2.2.2.2, 2.2.2.4 and 2.2.2.5 shall be amended as under clearly mentioned that Estimated project cost less than or equal to 1000 crore the similar work 50% of the longest span or 100 meter whichever is less of the structure proposed. Please remove precast segmental from definition of similar work and amend the clause as per following: -</p> <p>In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The Bidder shall have completed at least one similar Major Bridge/ ROB/ Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date. Having span equal to or greater than 50% of the longest span or 100 Mtr whichever is less of the structure proposed</p>	As per RFP
32		2.2.2.4 Technical Criteria: Para (i) Page 22 of RFP document in case of Joint Venture	As per tender bid: lead member of JV have completed similar work, (ii) For requirement of 2.2.2.2 (ii), one similar work of 25% of Estimated Project Cost should have been completed from the Eligible Projects in category 1 and/or Category 3 Specified in Clause 2.2.2.5 by lead Member of the JV Member as a single work.	<p>As per the circular No RW/NH- 35014/35/2020-H (Part - IV) (Comp no. 208779) of Ministry of Road Transport & highways (highway Section), Government of India dated 31.05.2022 clearly mentioned in clause No 2.2.2.4 para (II) in case of JV clearly mentioned that similar work completed by individually or any of the JV member as a single work. Please amend the clause as per following:</p> <p>In case of a Joint Venture: (ii) For requirement of 2.2.2.2 (ii) & (iii), one similar work of 20% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 individually by any of the JV members as a single work.</p>	As per RFP

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
33		2.21 Technical Criteria Page No.38, Performance Security	<p>As per tender bid: performance security 5% of the tender cost I EPC cost. No ceiling limit for additional performance</p> <p>2.21 Performance Security 2.21.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 5% (five Percent) of its Bid price . In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under</p> <p>(i) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) If the Bid price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as Mentioned in RFP) 10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder</p> <p>(iii) This Additional Performance Security shall be treated as part of the Performance Security.</p>	<p>As per Circular No. 37015/01/2022- H (Comp No. 2087/78) by MORTH, (highway Section), Government of India dated 18.05.2022 clearly mentioned that performance security 3% of Bid Price and ceiling limit of additional performance security is limited to 3% of Bid price. Please amend the clause as per following:</p> <p>2.21 Performance Security</p> <p>2.21.1 Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e-Bank Guarantee / Physical Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - X), Account Payee Demand Draft, Banker's Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under</p> <p>(i) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost/Cost put to tender, the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) Maximum Limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.</p> <p>(iii) This Additional Performance Security shall be treated as part of the Performance</p>	As per RFP
34	RFP Document	Page-1 - 90 Legible & Editable copy	Scanned Copy of RFP and annexures	The RFP document along with annexures and formats is enclosed is in scanned form, we request for editable copy to work on the submission documents.	May not be provided. If Prospective Bidder wishes, may see the Original Copy at Authority Place.
35	Volume III - Tender Drawings	Legible copy	Scanned Copy provided.	Some of the drawings (mainly Plan & Profiles) are not legible . Kindly provide the legible copy of tender drawings.	May not be provided. If Prospective Bidder wishes, may see the Original Copy at Authority Place.
36	Technical Capacity	2.2.2.2 (ii) Page 22 of RFP document	<p>For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels): Provided that at least one similar work* of 25% of Estimated Project Cost i.e. Rs. 98.32 Crore (Rupees Ninety-Eight Crore and Thirty-Two Lacs only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost. The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall necessarily demonstrate the experience in construction of Similar Work in the last 5 (Five) financial years preceding the Bid Due Date. *Similar work shall mean construction of Elevated Road / Major Bridges / Fly Over with a minimum structural length (excluding RE wall and approaches) of 1.0 km and consisting of precast Segments in Super Structure not less than 4- lane carriage width with a minimum span length of 30 Meter. Bidder should also have an experience of constructing ROB. In support of claim of similar work, a certificate from Principal Employer is Mandatory.</p>	<p>We refer to the guidelines of MORT&H/ NHAI/ NHIDCL/ BRO/ State PWD, wherein the similar work experience is required to be met by any of the JV Partner. Hence we request you to kindly modify / revise this criteria as below:</p> <p>Provided that at least one similar work* of 25% of Estimated Project Cost i.e. Rs. 98.32 Crore (Rupees Ninety-Eight Crore and Thirty-Two Lacs only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost. The sole Bidder or in case the Bidder being a Joint Venture, Any member of the Joint Venture shall necessarily demonstrate the experience in construction of Similar Work.</p>	Addendum.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
37			<p>For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels): Provided that at least one similar work* of 25% of Estimated Project Cost i.e. Rs. 98.32 Crore (Rupees Ninety-Eight Crore and Thirty-Two Lacs only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost. The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall necessarily demonstrate the experience in construction of Similar Work in the last 5 (Five) financial years preceding the Bid Due Date.</p> <p>*Similar work shall mean construction of Elevated Road / Major Bridges / Fly Over with a minimum structural length (excluding RE wall and approaches) of 1.0 km and consisting of precast Segments in Super Structure not less than 4- lane carriage width with a minimum span length of 30 Meter. Bidder should also have an experience of constructing ROB. In support of claim of similar work, a certificate from Principal Employer is Mandatory</p> <p>*Similar work shall mean construction of Elevated Road / Major Bridges / Fly Over with a minimum structural length (excluding RE wall and approaches) of 1.0 km and consisting of precast Segments in Super Structure not less than 4- lane carriage width with a minimum span length of 30 Meter. Bidder should also have an experience of constructing ROB. In support of claim of similar work, a certificate from Principal Employer is Mandatory</p>	<p>We refer to the guidelines of MORT&H/ NHAI/ NHIDCL/ BRO/ State PWD, wherein the similar work experience is required to be completed in last 10 (ten years). Hence we request you to kindly modify / revise this criteria as below: Provided that at least one similar work* of 25% of Estimated Project Cost i.e. Rs. 98.32 Crore (Rupees Ninety-Eight Crore and Thirty-Two Lacs only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost. The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall necessarily demonstrate the experience in construction of Similar Work in the last 10 (Ten) financial years preceding the Bid Due Date.</p> <p>We understand the requirement of experience in constructing ROB is in addition to the requirement for experience in constructing elevated roads, major bridges, and flyovers. Further, the experience of constructing this ROB need not be in the last 5 (Five) financial years preceding the Bid Due Date. Please confirm.</p>	No Change As per RFP.
38	Estimated Cost	NIT		We understand that the Estimated Cost of Rs. 393.246 crores is including GST. Please confirm.	No Change As per RFP.
39	Lumpsum Quoted Price	Financial Bid sheet & Article 1 - Definition & Interpretations		We understand that the Lumpsum Price to be quoted by Bidder's is including GST. Please confirm.	No Change As per RFP.
40	Schedule H - Other Engineering works Page no. 77-78	EPC Tender Document	Contract Price Weightages	Sum total of Percentage weightage for " Other Engineering Works" is 99.696% & is not 100.00% . We request you to kindly correct the same.	Addendum
41	Article 7 Page 47	Additional Performance Bond		Kindly limit the Additional Performance Bond to be submitted by the Contractor in case of abnormally low bid to maximum 3% of Contract Price in line with other NHAI / MORTH tenders.	No Change As per RFP.
42	Tender Drawing Notes	Design		Please confirm that structures shall be design for Seismic Zone IV & moderate exposure condition.	No Change As per RFP.
43	Structural Drawings - Notes	Grade of Steel Reinforcement & Anti corrosive treatment	Notes : (1) Indicates HYSD bars confirming to IS 1786 grade Fe 500 D with latest amendments. (2) Fusion Bonded epoxy coated (FBEC) shall be provided to reinforcing steel bars as per IS 13620 (latest Edition)specification.	We understand that Grade of Steel reinforcement shall be normal HYSD-FE500 D and there is no need of CRS or any type of anticorrosive treatment to steel reinforcement bars (such as FBEC / CPCC / etc) for any the Structures in subject project. Please confirm the same.	No Change As per RFP.
44	General Design	Special Vehicle Loading		Please confirm that Special Vehicle Loading is not applicable for design of structures (including Main Elevated Corridor Structure.)	No Change As per RFP.
45	General Design	Congestion factor		We understand that the congestion factor is not required to be considered in design of Structures (including Main Elevated Corridor). Please confirm.	As per RFP.
46	Drawings Tender Documents	Locations of Obligatory span		Kindly confirm the total numbers of obligatory spans along the proposed alignment & their Pier locations.	As per RFP.

Sr. No.	Title	Volume, Clause, Page no.	Brief Discreption of Clause/Reference	Query/Modification requested by Bidder	Reply of Authority/BSRDCL
47	Drawings Tender Documents	Span arrangement		Being an EPC contract, the bidder can propose their own span arrangement excluding the obligatory spans wherever possible. Please confirm.	As per RFP
48	General Design	Type of Bearings		Bidder is free to choose the any type of bearings under superstructure i.e. Elastomeric, POT PTFE or spherical as per design requirements. Please confirm.	As per RFP
49	General Tender Drawings	Soft copy		Please furnish the CAD version of tender drawings and KMZ File of project alignment.	No
50	General Tender Documents	Dumping Ground for Debris / Muck		Kindly indicate the location, lead for Dumping ground required for disposal of debris / Pile Muck.	Scope of Bidder
51	General Tender Documents	Land for Site Establishment / Casting Yard/ Labour hutment / Batching Plant ...etc		We request Department to provide us land nearby to site for site establishment, Installation of Batching plant, Casting yard, labour camp (approx.8.0 acres) etc. free of cost nearby the site. Kindly provide the lead/distance of the same from site.	Scope of Bidder
52	General	Obtaining permits, approvals, etc. from various Government bodies (Railway, Forest , Environment ,.....etc)		We request the Employer to arrange all the necessary permits, licenses, clearances, & approvals as required from the various Government bodies prior to award of work.	As per RFP
53	General Tender Document/Drawings	Geotechnical investigation report		Bidder requests you to furnish the geotechnical report prepared during the DPR stage for correct assessment of foundation.	As per RFP
54	General	DPR		As per the NHA1 / Policy Guidelines / Standard document/ 2023 - Policy Circular no. 11.51 dated 03/08/2023 issued recently, it is mandatory that complete DPR will be shared with all the bidders along with NIT/RFP. In view of above , we request you to kindly share the complete DPR prepared for the subject tender for our reference.	As per RFP
55	General	Tender Submission Date		Since the tender is based on "Design Build Contract" and the tender estimate is to be based on pre-tender design, we request you to extend the tender submission date by 4 weeks from the Current submission date.	As per RFP


16/8/23

(Qamar Alam)

Chief General Manager

Bihar State Road Development Corporation Ltd.

